

January 20, 2022

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of a Contract with LifeWorks NW for Early Assessment and Support Alliance (EASA) Services. Maximum contract value not to exceed \$1,397,100.24. Funding through State of Oregon, CMHP funds.  
No County General Funds involved.

<b>Purpose/Outcomes</b>	Provides Early Assessment and Support Alliance (EASA) Services, a two (2) year outreach and treatment program for young people (through 25 years of age) with early symptoms of psychosis.
<b>Dollar Amount and Fiscal Impact</b>	Maximum contract value is \$1,397,100.24.
<b>Funding Source</b>	No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds are utilized.
<b>Duration</b>	Contract effective January 1, 2021 through December 31, 2024.
<b>Previous Board Action</b>	Reviewed at Issues November 18, 2022
<b>Strategic Plan Alignment</b>	Ensuring safe, healthy and secure communities through the provision of mental health and substance use services.
<b>Counsel Review</b>	Reviewed by Counsel January 3, 2022 , Andrew Naylor
<b>Procurement Review</b>	Was this item reviewed by Procurement? Yes
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
<b>Agreement No.</b>	County 4737, Behavioral Health 10178

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of a contract with LifeWorks NW for the provision of Early Assessment and Support Alliance (EASA) Services. EASA is a transitional, coordinated program, serving young individuals experiencing symptoms consistent with a diagnosable psychotic disorder or at clinical high risk for such, for approximately two (2) years.

Contractor received a sole source designation as LifeWorks NW is the only authorized provider of EASA Services in Clackamas County.

**PROCUREMENT PROCESS:**

This project was identified and approved as a Sole Source per LCRB rules C-047-0275. Clackamas County Procurement published a Notice of Intent to Award Sole Source Contract on January 6, 2021 for seven days and did not receive protest.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County approve and execute the Contract with LifeWorks NW for Early Assessment and Support Alliance (EASA) Services.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ed Johnson".

Rodney A. Cook, Director  
Health, Housing and Human Services



**CLACKAMAS COUNTY**  
**PERSONAL SERVICES CONTRACT**  
**Contract #4737 / BH Contract #10178**

This Personal Services Contract (this “Contract”) is entered into between **LifeWorks NW** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Health, Housing and Human Services Department, Behavioral Health Division.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2024**.
  
- 2. Scope of Work.** Contractor shall provide the following personal services: **Early Assessment and Support Alliance (EASA) Services** (“Work”), further described in **Exhibit B** and **Exhibit C**.
  
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one million three hundred ninety-seven thousand one hundred dollars and twenty-four cents (\$1,397,100.24)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.
  
- 4. Invoices and Payments.** Contractor shall submit monthly invoices for Work performed, as more fully described in **Exhibit D**.
  
- 5. Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
  
- 6. Contract Documents.** This Contract consists of the following selected documents, which are attached and incorporated by reference herein:

- Contract
- Exhibit A – Definitions
- Exhibit B – Scope of Work
- Exhibit C – CMHP Service Element
- Exhibit D – Compensation
- Exhibit E – Insurance
- Exhibit F – CMHP Required Federal Terms and Conditions
- Exhibit G – CMHP Required Provider Contract Provisions
- Exhibit H – Business Associate Agreement (BAA)
- Exhibit I – Qualified Service Organization Business Associate Agreement (QSOBAA)

**7. Contractor and County Contacts.**

LifeWorks NW Address: 14600 NW Cornell Road Portland, OR 97229 Phone: 503-645-3581 Email: <a href="mailto:contracts@lifeworksnw.org">contracts@lifeworksnw.org</a>	Clackamas County – Behavioral Health Division Address: 2051 Kaen Road, Suite 154 Oregon City, OR 97045 Phone: 503-742-5335 Email: <a href="mailto:BHContracts@clackamas.us">BHContracts@clackamas.us</a>
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

**ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. Contractor shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State of Oregon (“State” or “OHA”) or Federal agencies providing funding for performance under this Contract, whether or not specifically referenced herein.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise,

from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated in **Exhibit E**.
- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 17, 20, 21, 25, 27, 28, 29, and 31 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County’s sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this

state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

**27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

**28. ABUSE REPORTING.** Contractor shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 493-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

**29. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information



that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.


**30. CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

**31. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ

**32. FURTHER ASSURANCES.** Contractor agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Contract including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

**LIFEWORKS NW**

  
\_\_\_\_\_  
Authorized Signature                      12/28/21                      Date

Mary Monnat / President & CEO  
\_\_\_\_\_  
Name / Title (Printed)

066218-17  
\_\_\_\_\_  
Oregon Business Registry #

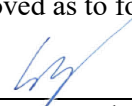
Domestic Nonprofit Corporation / Oregon  
\_\_\_\_\_  
Entity Type / State of Formation

**COUNTY OF CLACKAMAS  
BOARD OF COMMISSIONERS**

Commissioner: Tootie Smith, Chair  
Commissioner: Sonya Fischer  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Mark Shull

**Signing on behalf of the Board:**

\_\_\_\_\_  
Tootie Smith, Chair                      Date

Approved as to form:  
  
\_\_\_\_\_  
County Counsel                      01/03/2022                      Date

**EXHIBIT A  
DEFINITIONS**

Whenever used in this Contract, the following terms shall have the meanings set forth below:

1. **“Addiction Treatment, Recovery, & Prevention Services”** means treatment Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing and regulation services for aging adults and people with disabilities.
3. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of the Contract.
4. **“Client” or “Individual”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Contract.
5. **“Community Mental Health Program” or “CMHP”** means an entity that is responsible for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.
6. **“Contractor” or “Provider”** means the person or entity providing particular Services, or a portion thereof, under a contract or agreement.
7. **“Coordinated Care Organizations” or “CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization’s members.
8. **“County”** means Clackamas County, a political subdivision of the State of Oregon.
9. **“DHS”** means the Department of Human Services of the State of Oregon.
10. **“Health Services Division” or “HSD”** means the division of OHA that is responsible for Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services.
11. **“Individual” or “client”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under a contract or agreement.
12. **“Local Mental Health Authority” or “LMHA”** means one of the following entities:
  - a. The board of county commissioners of one or more counties that establishes or operates a Community Mental Health Program;
  - b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or
  - c. A regional local mental health authority comprised of two or more boards of county commissioners.
13. **“Measures and Outcomes Tracking System” or “MOTS”** means the OHA data system that stores data submitted by contractors and subcontractors.

14. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to a Contractor by County under this Contract and expended by Contractor that is:
  - a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
  - b. Identified by the State of Oregon, OHA, or County as expended in a manner other than that permitted by this Contract, including without limitation any funds expended by Contractor contrary to applicable statutes, rules, OMB Circulars or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
  - c. Identified by the State of Oregon, OHA, or County as expended on the delivery of a Service that did not meet the standards and requirements of the Contract with respect to that Service.
15. **“OAR”** means the Oregon Administrative Rules as promulgated by the Oregon Health Authority and as amended from time to time.
16. **“Oregon Health Authority” or “OHA”** means the agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery, & Prevention Services, children and adult Community Mental Health Services, and maintaining custody of persons committed to the state, by courts, for care and treatment of mental illness.
17. **“Overexpenditure”** means funds disbursed to Contractor by County under the Contract and expended by Contractor that is identified by the State of Oregon, OHA, or County, through any disbursement reconciliation permitted or required under the Contract, as in excess of the funds Contractor is entitled to.
18. **“Provider” or “Contractor”** mean the person or entity providing particular Services, or a portion thereof, under a contract or agreement.
19. **“Provider Contract” or “Provider Agreement”** means the contract, subcontract, agreement or subrecipient agreement to purchase particular Services.
20. **“Resident”** means Individuals who live in Oregon.
21. **“Serious and Persistent Mental Illness (SPMI)”** means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age 18 or older:
  - a. Schizophrenia and other psychotic disorders;
  - b. Major depressive disorder;
  - c. Bipolar disorder;
  - d. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
  - e. Schizotypal personality disorder; or
  - f. Borderline personality disorder.
22. **“Trauma Informed Services”** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery, & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.
23. **“Underexpenditure”** means funds disbursed by County under this Contract that remain unexpended at Contract termination or expiration.

## **EXHIBIT B SCOPE OF WORK**

Early Assessment and Support Alliance (EASA) is a two (2) year outreach and treatment program for young people with early symptoms of psychosis.

Contractor, through its EASA Clinical teams, shall provide the following services:

- Outreach and engagement
- Assessment, diagnosis and treatment planning by mental health professionals specifically trained in early psychosis work
- Education and support for individuals and families/primary support systems
- Crisis and relapse planning
- Assistance with knowing rights and available benefits
- Goal setting and planning
- Mentoring and opportunities to meet others
- Independent living skill development
- Occupational therapy
- Resource brokering and advocacy
- Support for vocational and educational settings
- Group and individual counseling
- Medication support

Program staff will include an LMP, QMHP Clinical Case Manager(s), RN Nurse, Occupational Therapist, Peer Support Specialist and Supported Employment Specialist. Targeted social, educational and vocational interventions will be included on all service plans, as these are essential for clients to build a positive future orientation and the skills necessary to promote recovery and avoid a persistent disability

Contractor shall provide services to Clackamas County youth who have experienced (or beginning to experience) a first episode of psychosis within the last year and have symptoms not caused by a medical condition or substance abuse.

Contractor shall work closely with family members and others who are supportive of the individual to help them succeed.

Contractor shall provide EASA services in compliance with Service Elements MHS 26 and 26A of the Intergovernmental Agreement for the Financing of Community Mental Health, Substance Use Disorders, and Problem Gambling Services Agreement (CMHP) #166036, as provided in **Exhibit C** of this Contract.

**EXHIBIT C  
CMHP SERVICE ELEMENTS**

**MHS 26 – NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

**1. Service Description**

Non-Residential Mental Health Services for Youth & Young Adults in Transition (MHS 26 Services) are Mental Health Services delivered to Individuals through twenty-five (25) years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or are considered Young Adults in Transition (YAT), and have behavioral health needs posing a danger to the health and safety of themselves or others. The purpose of MHS 26 Services is to provide mental health services in community settings that reduce or ameliorate the disabling effects of behavioral health needs. Non-Residential Mental Health Services for Youth & Young Adults in Transition include:

- a. Care coordination and residential case management services;
- b. Vocational and social services;
- c. Rehabilitation;
- d. Support to obtain and maintain housing (non-JPSRB only);
- e. Abuse investigation and reporting;
- f. Medication (non-JPSRB only) and medication monitoring;
- g. Skills training;
- h. Mentoring;
- i. Peer support services;
- j. Emotional support;
- k. Occupational therapy;
- l. Recreation;
- m. Supported employment;
- n. Supported education;
- o. Secure transportation (non-JPSRB only);
- p. Individual, family and group counseling and therapy;
- q. Rent subsidy (non-JPSRB only); and
- r. Other services as needed for Individuals, at the sole discretion of Oregon Health Authority (OHA).

**2. Performance Requirements**

- a. Services to Individuals through twenty-five (25) years of age under the jurisdiction of the JPSRB or are considered Young Adults in Transition (YAT) must be delivered with the least possible disruption to positive relationships and must incorporate the following:
  - i. The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
  - ii. Services will be coordinated with applicable adjunct programs serving both children and adults, so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
  - iii. Services will be engaging and relevant to youth and young adults;
  - iv. Services will accommodate the critical role of peers and friends;
  - v. The treatment plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;

- vi. The “Service Plan” will include a specific section addressing Services and supports unique to the developmental progress of Youth and Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention;
  - vii. The OHA Young Adult Service Delivery Team or its designee shall provide direction to Contractors regrading Services to be delivered to the youth and young adult; and
  - viii. Secured transportation services under the “Service Description” section for MHS 26 Services will be approved by OHA on a case-by-case basis.
- b. Required non-JPSRB Services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate. Approved Services may include one or more of the following:
- i. Additional staffing;
  - ii. Transportation;
  - iii. Interpreter Services;
  - iv. Medical services and medications;
  - v. Rental assistance, room and board, and personal incidental funds; or
  - vi. Non-medically approved services including, but not limited to, assessment, evaluation, outpatient treatment, and polygraph.

### 3. Reporting Requirements

All Individuals receiving MHS 26 Services with funds provided through this Contract must be enrolled and that Individual’s record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA’s MOTS Reference Manual, located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx>, and the Who Reports in MOTS Policy.

Contractor shall provide timely and relevant information to County as needed to enable the County to submit reports to the State of Oregon on the delivery of all Services supported with funds provided through this Contract.

### 4. Special Reporting Requirements

If Contractor is providing Young Adult Residential Treatment Program Services under this Contract, Contractor shall provide quarterly reports to include the following:

- a. Number admitted;
- b. Number transitioning;
- c. Number and nature of program supports provided to all residents;
- d. Percentage change in residents’ feelings of well-being, support and connectivity;
- e. Type and number of community-based supports residents accessed or participated in; and
- f. Type and number of goals accomplished by residents.

### 5. Confirmation of Performance and Reporting Requirements

Contractor shall be required to demonstrate though data properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above and any reporting requirement contained in Exhibit B, Scope of Work, of the Contract, how funds provided for MHS 26 Services were utilized consistent with the terms and limitations herein to

meet the performance requirement of this Service Description, and that the Contractor may be subject to monitoring and review of performance requirements and quality measures by OHA.

## **MHS 26A – NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION, EARLY ASSESSMENT AND SUPPORT ALLIANCE (EASA)**

### **1. Service Description**

- a. Early Assessment and Support Alliance (EASA) (MHS 26A Services) is a transitional, coordinated specialty care program, serving young Individuals experiencing symptoms consistent with a diagnosable psychotic disorder or at clinical high risk for such, for approximately two (2) years.  
Services are described in the EASA Practice Guideline (Melton, R.P., Penkin. A., Hayden-Lewis, K., Blea. P., Sisko, R., & Sale, T. (2013), incorporated by reference herein.

#### **Definitions:**

- i. **Multi-Family Groups** means multi-family groups are a preferred method of treatment for most Individuals and their families/support system (McFarlane, 2002). Where Multi-Family Groups are not available, single family groups can be offered following the same format. Fidelity to Multi-Family Groups standards in each of the key stages is critical: joining sessions, family workshops, and carefully structured initial and ongoing problem solving sessions.
- ii. **Participatory Decision Making** means Individuals and family/primary support system involved in service planning, delivery, monitoring, and evaluation seem to facilitate the development of ongoing services that are accessible and culturally appropriate for them and may result in more responsive treatment providers, better quality of care, and more empowered Individuals and primary family/primary support system (McGorry et al., 2010).
- iii. **Psycho-education** means aiming to develop a shared and increased understanding of the illness and recovery process for both the Individual and the family/support system. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).
- iv. **Psychosis-Risk Syndrome** means Schizophrenia-related conditions frequently have a gradual onset. Neurocognitive, sensory, perceptual, and affective changes, usually accompanied by a decline in functioning, characterize the at-risk mental state. Identifying, monitoring, and providing needs-based care during a potential psychosis-risk mental state is optimal. The evidence regarding the effectiveness of specific interventions (therapy, medications, etc.) remains preliminary. It is measured by the Structured Interview for Psychosis-Risk syndrome (SIPS), performed by a skilled diagnostician certified in the tool (McGlashan, Walsh, & Woods, 2010), incorporated by reference herein.
- v. **Community Education** means a core element of early intervention services is a proactive and ongoing campaign to increase early identification and the speed and number of early referrals and reduce attitudinal barriers about schizophrenia-related conditions. This reduces the duration of untreated



psychosis. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).

## 2. Performance Requirements

Contractor shall provide EASA Services to eligible Individuals as listed below, subject to the availability of funds:

- a. Eligible Population: EASA Services are to be provided to Individuals ages twelve (12) through twenty-seven (27) years of age whom:
  - i. Have not had a diagnosable psychotic disorder other than psychosis-risk syndrome, identified by the Structured Interview for Psychosis Risk Syndrome (SIPS) or other C4E approved formal assessment, for a period longer than twelve (12) months; and
  - ii. Have psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.
- b. Access to EASA Services across all referral sources: emergency department, hospitals, community partners, schools, and families, regardless of ability to pay. Upon referral, contract shall be made by EASA staff with the Individual (and family) within twenty-four (24) to forty-eight (48) hours in a location that best suits the Individual. Individuals are enrolled in EASA once they are determined to have met the eligibility criteria and agree they are comfortable with the program;
- c. Services intended to be a transitional coordinated specialty care service, designed to last an average of two (2) years. An Individual's Services can be flexible with the timing of the transition, based on the needs of the Individual, their family, and the Individual's progress and goals;
- d. Services rendered based on the needs of the Individual and their family as frequently as needed to optimize the EASA program's support and impact. EASA teams should provide access to crisis services for the EASA Individual, family, and primary supports.
- e. Provide Services as described in the EASA Practice Guidelines (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013).
- f. Provide technologically-based support to EASA participants that include, but are not limited to, text messaging, email, and telemedicine in order to communicate and facilitate Services.
- g. The EASA team works with people in five (5) phases: Assessment and stabilization, adaptation, consolidation, transition, and post-graduation.
  - i. Phase 1 (up to six (6) months): Assessment and stabilization: Outreach, engagement, assessment, initiation of medical treatment (including psychosis and alcohol/drug dependency), identification of strengths, resources, needs, and goals, start of multi-family groups, stabilization of current situation.
  - ii. Phase 2 (approximately six (6) months): Adaptation: more extensive education to the individuals and family/primary support system, address adaptation issues, refine/test the relapse plan, move forward on living and/or vocational goals, identify accommodations as needed at work or school, identify and develop stable long-term economic and social support, provide opportunities for peer involvement, physical fitness, etc.

- iii. Phase 3 (approximately six (6) months): Consolidation: Continue multi-family group, vocation support and individual treatment, work toward personal goals, develop a relapse prevention and long-term plan.
  - iv. Phase 4 (approximately six (6) months): Transition: Maintain contact with EASA Team, continue multi-family group, participate in individual and group opportunities, and establish ongoing treatment relationship and recovery plan.
  - v. Phase 5: Post-graduation: Continue multi-family group (in some situations), continue with ongoing providers, invitation to participate in events and mentoring, EASA planning/development activities, and periodic check-ins and problem solving as needed.
- h.** Within and in addition to the phases described above, the following elements are part of the successful delivery of the EASA model and implementation of the EASA program:
- i. Rapid access to psychiatric and counseling services;
  - ii. Education about causes, treatment, and management of psychosis and explanations about potential causes for the onset of symptoms;
  - iii. Coaching on rights regarding access to employment, school, housing, and additional resources;
  - iv. Single family psycho-education and multi-family groups;
  - v. Support for vocational education and independent living goals consistent with IPS framework;
  - vi. Access to licensed medical psychiatric care, health-related nursing care, mental health treatment, case management, supported education and employment, peer support for young adult and family, and occupational therapy or skill development;
  - vii. Provision of substance use disorder treatment within the team;
  - viii. Peer support (peers having lived experience with psychosis preferred regardless of age), participatory decision-making, and meaningful young adult engagement in program, community, and leadership activities as an EASA program component, and;
  - ix. Community-education.
- i.** Setting(s) for Services Delivery: Determined by the needs and goals of the Individual and their circumstances.
- j.** Recommended Staff and Staff Training: EASA team members include licensed medical providers (LMP's), nurses, staff trained in case management and care coordination, staff qualified to provide occupational therapy and associated skill training, mental health therapists, mental health screeners, peer support specialists, supported education and employment specialists.
- k.** EASA services and supports must be provided by staff that enable the team/provider to meet or pursue fidelity standards located at: <http://www.easacommunity.org> .
- l.** Additional Licensing or Certification Requirements:  
The assessment for EASA Services and supports must be provided by Providers that meet fidelity standards, located at <http://www.easacommunity.org/PDF/Practice%20Guidelines%202013.pdf> .

EASA-specific training requirements and opportunities are listed on the EASA Center for Excellence website: <http://www.easacommunity.org> .

- m. Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.

### 3. Reporting Requirements

All Individuals receiving MHS 26A EASA Services with funds provided through this Contract must be enrolled and that individual's record maintained in the Measures and Outcomes Tracking System (MOTS), as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/OHA/amh/mots/Pages/resource.aspx> , and the Who Reports in MOTS Policy.

Contractor shall provide timely and relevant information to County as needed to enable the County to submit reports to the State of Oregon on the delivery of all Services supported with funds provided through this Contract.

### 4. Special Reporting Requirements

Contractor providing MHS 26A EASA Services shall submit data quarterly, directly into the Oregon Health & Sciences University (OHSU) EASA RedCap Data System. Instructions for data entry into RedCap are located at <http://www.easacommunity.org/resources-for-professionals.php> and individual provider entry in located at <http://octri.ohsu.edu/redcap/> . Quarterly data shall be submitted no later than forty-five (45) calendar days following the end of each subject quarter for which financial assistance is awarded through this Contract.

Data collected through RedCap will reflect outreach, referral, intake and outcome-based measures. The outcome measures will be determined based on fidelity guidelines as stated above and best practices for First Episode of Psychosis treatment.

**EXHIBIT D  
COMPENSATION**

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$1,397,100.24**. Compensation not to exceed \$349,275.06 annually.
- b. Contractor shall submit **itemized monthly invoices by the 10<sup>th</sup> day of the month** following the month Services were provided. The invoice shall include:

Contract #**10178**,  
Service details,  
Date(s) of service,  
Total amount due for all Services provided during the month, and  
Total amount billed to date by Contractor prior to the current invoice.

If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

All invoices and supporting documentation shall be sent by email or mail to:

[BHAP@clackamas.us](mailto:BHAP@clackamas.us)

Clackamas County Behavioral Health Division  
Accounts Payable  
2051 Kaen Road, Suite #154  
Oregon City, Oregon 97045

When submitting electronically, designate Contractor name and Contract #**10178** in the subject of the email.

- d. Payments shall be made to Contractor, within thirty (30) days, following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

**EXHIBIT E  
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

**1. Workers Compensation.** Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. Contractors shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

**2. Professional Liability.**  **Required by County**  **Not required by County**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

**3. General Liability.**  **Required by County**  **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of the **County and the State of Oregon, and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Contract.

If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

**4. Automobile Liability.**  **Required by County**  **Not required by County**

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury, Death, and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

**Commercial Automobile Liability** insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

**Personal Automobile Liability** insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

**5. Physical Abuse and Molestation Liability.**  **Required by County**  **Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. **Privacy and Network Security.**     **Required by County**     **Not required by County**

Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

7. **Additional Insured Provision.** The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.

8. **Primary Coverage Clause.** Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

9. **Cross-Liability Clause.** A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Contract.

10. **“Tail” Coverage.** If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance, the Contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Contract, for a minimum of twenty-four (24) months following the later of: (i) the Contractor’s completion and County’s acceptance of all Services required under the Provider Contract; or (ii) the expiration of all warranty periods provided under the Contract. Notwithstanding the foregoing 24-month requirement, if the Contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor may request and County may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If County approval is granted, the Contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

11. **Self-insurance.** Contractor may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that Contractor’s self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to County. Contractor shall furnish an acceptable insurance certificate to County for any insurance coverage required by this Contract that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.

12. **Certificates of Insurance.** Contractor shall furnish evidence of the insurance required in this Contract. Contractor will maintain the insurance in full force throughout the duration of this Contract. No Contract shall be in effect until the required certificates have been received, approved, and accepted by County. A renewal certificate will be sent to County ten (10) days prior to coverage expiration. The insurance for general liability and commercial automobile liability must include an

endorsement naming **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as additional insureds with respect to the Work under this Contract. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Suite 154, Oregon City, Oregon 97045

Certificates of Insurance should be submitted electronically or by mail to:

[BHContracts@clackamas.us](mailto:BHContracts@clackamas.us)

Clackamas County  
Contracts Administration  
2051 Kaen Road, Suite 154  
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 14. Waiver of Subrogation.** Contractor agrees to waive their rights of subrogation arising from the Work performed under this Contract.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045 or [BHContracts@clackamas.us](mailto:BHContracts@clackamas.us).
- 16. Insurance Compliance.** The County will be entitled to enforce Contractor compliance with the insurance requirements, and will take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Contract as permitted by the Contract, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a Contractor to work under this Contract when the County is aware that the Contractor is not in compliance with the insurance requirements.

**EXHIBIT F**  
**CMHP REQUIRED FEDERAL TERMS AND CONDITIONS**

Contractor shall comply with the following federal requirements, when federal funding is being used to fund this Contract. For purposes of this Contract, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Contractors shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the delivery of Services. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** Contractor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Contract, including amendments, exceeds \$100,000 Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C.1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Contractors shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** Contractors shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et.seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Contract, Contractor certifies, to the best of the Contractor’s knowledge and belief that:



- a.** No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract.
- b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- c.** Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d.** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e.** No part of any federal funds paid to Contractor under this Contract shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f.** No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

- h.** No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** Contractor shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.** Subrecipients, as defined in 45 CFR 75.2, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds. If a sub-recipient expends \$500,000 or more in federal funds (from all sources) in a fiscal year beginning prior to December 26, 2014, a subrecipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to County within thirty (30) calendar days of completion. If a sub recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
- 8. Debarment and Suspension.** Contractor shall not permit any person or entity to be a provider if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 9. Drug-Free Workplace.** Contractor shall comply with the following provisions to maintain a drug-free workplace: (i) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor’s workplace or while providing Services to OHA clients. Contractor’s notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor’s policy of maintaining a drug-free workplace, any available drug

counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Contract a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any provider to comply with subparagraphs through (vii) above; (ix) Neither Contractor, or any of Contractor's employees, officers, agents may provide any Service required under this Contract while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent or provider has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or providers's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Contract.

10. **Pro-Children Act.** Contractor shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
  
11. **Medicaid Services.** To the extent Contractor provides any Service in which costs are paid in whole or in part by Medicaid, Contractor shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 1002.4(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Contractor shall acknowledge

Contractor's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

- e. Entities receiving \$5 million or more annually (under this Contract and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers, and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).
12. **ADA.** Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, Contractor shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
  - b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5%

or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten (10) years.

- c. County or OHA reserves the right to take such action required by law, or where County or OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

**15. Special Federal Requirements Applicable to Addiction Treatment, Recovery & Prevention Services for Agencies receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.**

**a. Order for Admissions:**

- (i) Pregnant women who inject drugs;
- (ii) Pregnant substance abusers;
- (iii) Other Individuals who inject drugs; and
- (iv) All others.

**b. Women's or Parent's Services.** If Contractor provides A&D 61 and A&D 62 Services, Contractor must:

- (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
- (2) Provide or arrange for the following services to pregnant women and women with dependent children:
  - (a) Primary medical care, including referral for prenatal care;
  - (b) Pediatric care, including immunizations, for their children;
  - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
  - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
  - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in 1 through 4 above.

**c. Pregnant Women.** If Contractor provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:

- (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within forty-eight (48) hours;
- (2) If Contractor has insufficient capacity to provide treatment Services to a pregnant woman, Contractor must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within forty-eight (48) hours, including a referral for prenatal care; and
- (3) Perform outreach to inform pregnant women of the availability of treatment

Services targeted to them and the fact that pregnant women receive preference in admission to these programs.

- d. Intravenous Drug Abusers.** If Contractor provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
  - (2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching ninety (90) percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within seven (7) calendar days;
  - (3) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
    - (a) Fourteen (14) calendar days after the request for admission to Contractor is made;
    - (b) One hundred-twenty (120) after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than forty-eight (48) hours after such request; or
    - (c) If Contractor has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider referring the Individual to residential services will make available counseling and education about human immunodeficiency virus (HIV) and tuberculosis (TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within forty-eight (48) hours.
- e. Infectious Diseases.** If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis (TB), as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from Contractor; and
  - (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if Contractor denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis services.
  - (3) For purposes of (ii) above, “tuberculosis services” means:
    - (a) Counseling the Individual with respect to tuberculosis;

- (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
  - (c) Appropriate treatment services.
- f. **OHA Referrals.** If Contractor provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84, Problem Gambling, Client Finding Outreach Services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome the barrier, including:
  - (1) Providing, if needed, hearing impaired or foreign language interpreters.
  - (2) Providing translation of written materials to appropriate language or method of communication.
  - (3) Providing devices that assist in minimizing the impact of the barrier.
  - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. **Misrepresentation.** Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by County or OHA.
- i. **Oregon Residency.** Addiction Treatment, Recovery & Prevention and Problem Gambling Services funded through this Contract, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- j. **Tobacco Use.** If Contractor has Addiction Treatment, Recovery & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Contractor must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.
- k. **Client Authorization.** Contractor must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. Contractor must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery & Prevention Service to that Individual.

**16. Special Federal Requirements Applicable To Addiction Treatment, Recovery & Prevention Services for Contractors Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.**

**Funding Requirements.** TANF may only be used for families receiving TANF, and for families at-risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages eighteen (18) years or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age eighteen (18) years of age or under, who is living with a parent or caretaker relative. “Caretaker relative” means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister, or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR Part 263. Only non-medical services may be provided with TANF Block Grant Funds.

17. **Community Mental Health Block Grant.** All funds, if any, awarded under this Contract for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and Contractor shall comply with those restrictions.
18. **Substance Abuse Prevention and Treatment.** To the extent Contractor provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.
19. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.
20. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding agency in 2 CFR Subtitle B, including but not limited to the following:
  - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - b. **Procurement Standards.** When procuring goods and services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B, and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the



awarding federal agency in 2 CFR Subtitle B, as applicable.

- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provision in its contracts with non-Federal entities.

**EXHIBIT G**  
**CMHP REQUIRED PROVIDER CONTRACT PROVISIONS**

- 1. Expenditure of Funds.** Contractor may expend the funds paid to Contractor under this Contract solely on the delivery of contracted services subject to the following limitations (in addition to any other restriction of limitations imposed by this Contract):
  - a.** Contractor may not expend on the delivery of Service any funds paid to Contractor under this Contract in excess of the amount reasonable and necessary to provide quality delivery of these Services.
  - b.** If this Contract requires Contractor to deliver more than one service, Contractor may not expend funds paid to Contractor under this Contract for a particular service on the delivery of any other service.
  - c.** If this Contract requires Contractor to deliver Addiction Treatment, Recovery & Prevention, and Problem Gambling Services, Contractor may not use the funds paid to Contractor under this Contract for such services to:
    - i.** Provide inpatient hospital services;
    - ii.** Make cash payment to intended recipients of health services;
    - iii.** Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
    - iv.** Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise);
    - v.** Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Contract from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
  - d.** Contractor may expend funds paid to Contractor under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Contractor receives \$500,000 or more in federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Contractor expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, subpart F. If Contractor expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Contractor, if subject to this requirement, shall at Contractor’s own expense submit to OHA a copy of, or electronic link

to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Contractor responsible for the financial management of funds received under this Contract. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Contractor may not use the funds received under this Contract for inherently religious activities, as described in 45 CFR Part 87.

**2. Records Maintenance, Access and Confidentiality.**

- a. Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State’s Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of Contractor that are directly related to this Contract, the funds paid to Contractor hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, Contractor shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Contractor hereunder.
- b. Retention of Records.** Contractor shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the funds paid to Contractor hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six (6) year period, Contractor shall retain the records until the questions are resolved.
- c. Expenditure Records.** Contractor shall document the expenditure of all funds paid to Contractor under this Contract. Unless applicable federal law requires Contractor to utilize a different accounting system, Contractor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Contractor under this Contract were expended.
- d. Client Records.** Unless otherwise specified in this Contract, Contractor shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
  - i.** Client identification;
  - ii.** Problem assessment;
  - iii.** Treatment, training and/or care plan;
  - iv.** Medical information when appropriate; and
  - v.** Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Contractor shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Contract.

- e. **Safeguarding of Client Information.** Contractor shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CRF Part 205, 42 CRF Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Contractor by County or by the Oregon Health Authority. Contractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.** All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual’s record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA’s MOTS Reference Manual, located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the “Who Reports in MOTS Policy”, as follows:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- i. Providers with HSD Agreements that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- ii. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- iii. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
- iv. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

NOTE: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at [MOTS.Support@state.or.us](mailto:MOTS.Support@state.or.us).

3. **Alternative Formats of Written Materials.** In connection with the delivery of Services, Contractor shall make available to Client, without charge, upon the Client’s reasonable request:
  - a. All written materials related to the services provided to the Client in alternate formats.
  - b. All written materials related to the services provided to the Client in the Client’s language.
  - c. Oral interpretation services related to the services provided to the Client in the Client’s language.
  - d. Sign language interpretation services and telephone communications access services related to the services provided to the Client.

For purposes of the foregoing, “written material” means materials created by the Contractor, in connection with the services being provided to the requestor. The Contractor may develop its own forms and materials and with such forms and materials the Contractor shall be responsible for making them available to a Client, without charge to the Client, in the prevalent non-English language(s) within the County’s service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the County’s service area.

4. **Reporting Requirements.** Contractor shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract.
  - a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
  - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in **Exhibit F, Required Federal Terms and Conditions**, Section 14, Disclosure.
5. **Compliance with Law.** Contractor shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract:
  - a. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
  - b. all state laws governing operation of community mental health programs, including without limitation all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities;
  - c. all state laws requiring reporting of client abuse; and

- d. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract.

The laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Contractor shall comply, as if it were County thereunder, with the federal requirements set forth in **Exhibit F, Required Federal Terms and Conditions**, to the certain 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dates as of January 1, 2021, which Exhibit is incorporated herein by this reference. For purposes of the Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Contractor is a State of Oregon governmental agency, Contractor agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Contractor shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, and Clackamas County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the operations of the Contractor, including but not limited to the activities of Contractor or its officers, employees, subcontractors or agents under this Contract.
8. Contractor understands that Contractor may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Contractor shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. Contractor(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Contractor's expense, and maintain in effect with respect to all occurrences taking place during the term of the Contract, insurance requirements as defined in the Contract and incorporated herein by this reference (**Exhibit E, Insurance**).
11. Contractor(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the contractor (Claims). It is the specific intention of the parties that the Indemnitee shall, in all instances,

except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Contractor from and against any and all claims.

**12.** Contractor shall include sections 1 through 11, in substantially the form set forth above, in all permitted Contractor contracts under this Contract.

**13. Ownership of Intellectual Property.**

- a.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA and the County will not own the right, title and interest in any intellectual property created or delivered by the Contractor in connection with the Services. With respect to that portion of the intellectual property that the Contractor owns, Contractor grants to OHA and the County a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Contract that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 13.a.(1) on OHA and the County’s behalf; and (3) sublicense to third parties the rights set forth in Section 13.a.(1).
- b.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then Contractor shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by Contractor in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Contract that restrict or prohibit dissemination or disclosure of information, to Contractor to use, copy distribute, display, build upon and improve the intellectual property.

**EXHIBIT H  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into as of **January 1, 2021** (“Effective Date”) by and between **Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing and Human Services, Behavioral Health Division** (“Covered Entity”) and **LifeWorks NW** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

**RECITALS**

**Whereas**, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

**Whereas**, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

**Whereas**, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

**Whereas**, the Parties agree to establish safeguards for the protection of such information;

**Whereas**, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

**Now, Therefore**, the parties hereby agree as follows:

**SECTION I – DEFINITIONS**

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
  - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
  - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
  - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.



- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

## **SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable

- only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
  - 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
  - 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
  - 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
  - 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
  - 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
  - 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
  - 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

**SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:**

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity’s minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
  - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
  - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate’s permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate’s use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

#### SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
  - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
  - b. In plain language including and to the extent possible:
    - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

- 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
  - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
  - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

## SECTION VI – TERM AND TERMINATION

6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.

b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business

Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

## SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

*[Signature Page for BAA Follows]*

**SIGNATURE PAGE FOR BUSINESS ASSOCIATE AGREEMENT**


The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

**Business Associate**

**Covered Entity**

**LIFEWORKS NW**

**CLACKAMAS COUNTY**

  
\_\_\_\_\_  
Authorized Signature                      12/28/21  
Date

\_\_\_\_\_  
Tootie Smith, Chair                      Date

Mary Monnat / President & CEO  
\_\_\_\_\_  
Name / Title (Printed)

January 20, 2022

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #03 to a Contract with Julie Wood, LCSW for ICP Court Examiner Services. Amendment adds \$6,000.00 to Contract, increasing the maximum value to \$39,000.00. Funded through County General Funds.

<b>Purpose/Outcomes</b>	Provides Court Examiner services at civil commitment hearings for the Involuntary Commitment Program.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$6,000.00 to the value of the contract. New contract maximum value is \$39,000.00.
<b>Funding Source</b>	County General Funds.
<b>Duration</b>	Effective upon signature and terminates on January 31, 2022.
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Ensuring safe, healthy and secure communities through the provision of mental health and substance use services.
<b>Counsel Review</b>	Reviewed and approved December 2, 2021 Kathleen Rastetter
<b>Procurement Review</b>	Was this item processed through Procurement? No. Direct Procurement (Under \$50,000.00)
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
<b>Contract No.</b>	9644

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #03 to the Contract with Julie Wood, LCSW. This Amendment adds funds for court examiner services and extends the term of the Contract to ensure no gap in services while a formal procurement process is completed for Court Examiner services at civil commitment hearing for the Involuntary Commitment Program.

This Amendment, effective upon signature and terminates January 31, 2022, was reviewed and approved by Counsel December 2, 2021. The Amendment increases the maximum contract value by \$6,000.00 for a new maximum value of \$39,000.00.

**RECOMMENDATION:**

Staff recommends approval of this Amendment.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ed Johnson".

Rodney A. Cook, Director  
Health, Housing & Human Services Department



**Contract Amendment #03**  
**Clackamas County, acting through its Health, Housing, and Human Services Department,**  
**Behavioral Health Division**

H3S Contract Number: 9644 Board Agenda Number: \_\_\_\_\_

and Board date \_\_\_\_\_

Division: Behavioral Health

Amendment No. 03

Contractor: Julie Wood, LCSW

Amendment Requested By: Mary Rumbaugh, Director, Behavioral Health Division

Changes:             Scope of Services             Contract Budget/Compensation  
                          Contract Term                 Other \_\_\_\_\_

---

This Amendment #03 is entered into between Julie Wood, LCSW (“Contractor”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on April 27, 2020 (“Contract”), as amended.

**Justification for Amendment:**

This Contract provides Court Examiner services at civil commitment hearings for the Involuntary Commitment Program.

This Amendment #03 extends the term of the Contract through **January 31, 2022**.

Compensation of this Contract **is increased by \$6,000.00** for the additional months of services. The **new maximum value of the Contract is \$39,000.00**.

This Amendment #03 is **effective upon signature** and continues through **January 31, 2022**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with ***“bold/italic”*** font for easy reference.

---

**AMEND Article I. Section 1 of the Contract:**

1. **Effective Date and Duration.** This Contract shall become effective upon signature by both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2021.**

**TO READ:**

1. **Effective Date and Duration.** This Contract shall become effective upon signature by both parties. Unless earlier terminated or extended, this Contract shall expire on **January 31, 2022.**

**AMEND Article I. Section 3 of the Contract:**

3. **Consideration.** The County agrees to pay Contractor from available and authorized funds, a Sum not to exceed **thirty-three thousand dollars (\$33,000.00)**, for accomplishing the Work Required by this Contract. Consideration rates are on a fixed fee basis in accordance with the Rates and costs specified in Exhibit D. If any interim payments to Contractor are made, such Payments shall be made only in accordance with the schedule and requirements in **Exhibit D.**

**TO READ:**

3. **Consideration.** The County agrees to pay Contractor from available and authorized funds, a Sum not to exceed **thirty-nine thousand dollars (\$39,000.00)**, for accomplishing the Work Required by this Contract. Consideration rates are on a fixed fee basis in accordance with the Rates and costs specified in Exhibit D. If any interim payments to Contractor are made, such Payments shall be made only in accordance with the schedule and requirements in **Exhibit D.**

**AMEND Section 1 of Exhibit D. Compensation, of the Contract:**

1. Payment for all Work performed under this Contract shall be subject to the provisions of ORS293.462 and shall not exceed the total maximum sum of **\$33,000.00.**

Contractor shall be compensated at the following rates, more fully explained in **Exhibit B, Scope of Work, Section 2,** of this Contract.

<b>Service</b>	<b>Rate</b>
Hearings	\$75 per hour
Travel	\$75 per hour
Records review	\$35
Interview	\$150
Late cancellation	\$35

**Julie Wood, LCSW #9644**

*Professional Services Contract – Amendment #03*

Page 3 of 4

**TO READ:**

1. Payment for all Work performed under this Contract shall be subject to the provisions of ORS293.462 and shall not exceed the total maximum sum of **\$39,000.00**.

Contractor shall be compensated at the following rates, more fully explained in **Exhibit B, Scope of Work, Section 2**, of this Contract.

<b>Service</b>	<b>Rate</b>
Hearings	\$75 per hour
Travel	\$75 per hour
Records review	\$35
Interview	\$150
Late cancellation	\$35

[Signature page follows]

**Julie Wood, LCSW #9644**

*Professional Services Contract – Amendment #03*

Page 4 of 4

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**JULIE WOOD, LCSW**

Julie Wood, LCSW 12/29/21  
Authorized Signature Date

Julie Wood, LCSW  
Name / Title (Printed)

1663637-97  
Oregon Business Registry #

Domestic Business Corporation / Oregon  
Entity Type / State of Formation

**COUNTY OF CLACKAMAS  
BOARD OF COMMISSIONERS**

Commissioner: Tootie Smith, Chair  
Commissioner: Sonya Fischer  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Mark Shull

**Signing on behalf of the Board:**

Tootie Smith, Chair Date

Approved as to form:

Kathleen J. Rastetter  
County Counsel Date  
12/2/2021

January 20, 2022

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #03 to a Contract with Northwest Family Services for Drug and Alcohol Pre-Engagement and Prevention Activities. Amendment adds \$51,140.07 to Contract, increasing the maximum value to \$204,560.30. Funds through the State of Oregon, Oregon Health Authority.  
No County General Funds involved.

<b>Purpose/Outcomes</b>	Provides drug and alcohol pre-engagement and prevention activities for Clackamas County middle and high schools.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$51,140.07 to the value of the contract. New contract maximum value is \$204,560.30.
<b>Funding Source</b>	State of Oregon, Oregon Health Authority Community Mental Health Program funds. No County General Funds.
<b>Duration</b>	Effective upon signature and terminates on June 30, 2022.
<b>Previous Board Action</b>	Board reviewed and approved Amendment #02 June 10, 2021, Agenda Item 061021-A10.
<b>Strategic Plan Alignment</b>	Ensuring safe, healthy and secure communities through the provision of mental health and substance use services.
<b>Counsel Review</b>	Reviewed and approved December 2, 2021 Kathleen Rastetter
<b>Procurement Review</b>	Was this item processed through Procurement? No. Term of contract being extended to allow for the completion of a formal procurement process for these services.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
<b>Contract No.</b>	9734

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #03 to the Contract with Northwest Family Services for drug and alcohol pre-engagement and prevention activities for Clackamas County middle and high schools. This Amendment adds funds and extends the term of the Contract to ensure no gap in services while a formal procurement process is completed.

This Amendment, effective upon signature and terminates June 30, 2022, was reviewed and approved by Counsel December 2, 2021. The Amendment increases the maximum contract value by \$51,140.07 for a new maximum value of \$204,560.30.

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**RECOMMENDATION:**

Staff recommends approval of this Amendment.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ed Johnson".

Rodney A. Cook, Director  
Health, Housing & Human Services Department

**Contract Amendment #03**  
**Clackamas County, acting through its Health, Housing, and Human Services Department,**  
**Behavioral Health Division**

H3S Contract Number: 9734 Board Agenda Number: \_\_\_\_\_

and Board date: \_\_\_\_\_

Division: **Behavioral Health** \_\_\_\_\_

Amendment No. 03

Contractor: **Northwest Family Services** \_\_\_\_\_

Amendment Requested By: Mary Rumbaugh, Director, Behavioral Health Division

Changes:             Scope of Services             Contract Budget/Compensation  
                          Contract Term                 Other \_\_\_\_\_

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This Amendment #03 is entered into between Northwest Family Services (“Contractor”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on July 9, 2020 (“Contract”), as amended.

**Justification for Amendment:**

This Contract provides drug and alcohol pre-engagement and prevention activities for Clackamas County middle and high schools.

This Amendment #03 extends the services provided by this contract an additional six (6) months.

Compensation of this Contract is increased by \$51,140.07. The new **maximum value of the contract is \$204,560.30.**

This Amendment #02 is effective **upon signature** and continues through **July 30, 2022.**

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with ***“bold/italic”*** font for easy reference.

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**AMEND Article I. Section 1 of the Contract:**

1. **Effective Date and Duration.** This Contract shall become effective on July 1, 2020. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2021**.

**TO READ:**

1. **Effective Date and Duration.** This Contract shall become effective on July 1, 2020. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2022**.

**AMEND Article I. Section 3 of the Contract:**

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **one hundred fifty-three thousand four hundred twenty dollars and twenty-three cents (\$153,420.23)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

**TO READ:**

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **two hundred four thousand five hundred sixty dollars and thirty cents (\$204,560.30)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

**AMEND Exhibit B, Scope of Work, Reporting Section A of the Contract:**

- A. Contractor will submit a summary report within 45 days following each quarter. The final report will be due no later than **February 14, 2022**.

**TO READ:**

- A. Contractor will submit a summary report within 45 days following each quarter. The final report will be due no later than **August 12, 2022**.

**AMEND Exhibit D, Compensation, Section a of the Contract:**

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$153,420.23**. Compensation shall be based on the following budget:



<b>Youth A&amp;D Pre-Engagement &amp; Outreach Program Budget</b>		
<i>July 2020 - December 2021</i>		
<b>Category</b>	<b>Budget</b>	
<i>Personnel</i>		
	<i>FTE</i>	
CADCII	0.5	\$ 63,037.50
CADCI	0.4	\$ 47,970.00
Benefits		\$ 27,752.25
<b>Total Personnel</b>		<b>\$ 138,759.75</b>
<i>Other</i>		
Mileage		\$ 1,992.75
<b>Total Other</b>		<b>\$ 1,992.75</b>
<i>Administration</i>		
Admin Fee 9%		\$ 12,667.73
<b>Total Administration</b>		<b>\$ 12,667.73</b>
<b>Budget Total</b>		<b>\$ 153,420.23</b>

**TO READ:**

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$204,560.30**. Compensation shall be based on the following budget:

<b>Youth A&amp;D Pre-Engagement &amp; Outreach Program Budget</b>		
<i>July 2020 - June 2022</i>		
<b>Category</b>	<b>Budget</b>	
<i>Personnel</i>		
	<i>FTE</i>	
CADCII	0.5	\$ 84,050.00
CADCI	0.4	\$ 63,960.00
Benefits		\$ 37,003.00
<b>Total Personnel</b>		<b>\$ 185,013.00</b>
<i>Other</i>		
Mileage		\$ 2,657.00
<b>Total Other</b>		<b>\$ 2,657.00</b>
<i>Administration</i>		
Admin Fee 9%		\$ 16,890.30
<b>Total Administration</b>		<b>\$ 16,890.30</b>
<b>Budget Total</b>		<b>\$ 204,560.30</b>

[Signature page follows]

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**NORTHWEST FAMILY SERVICES**

Rose Fuller 12/2/2021  
Authorized Signature Date

Rose Fuller Executive Director  
Name / Title (Printed)

170100-18  
Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon  
Entity Type / State of Formation

**COUNTY OF CLACKAMAS  
BOARD OF COMMISSIONERS**

- Commissioner: Tootie Smith, Chair
- Commissioner: Sonya Fischer
- Commissioner: Paul Savas
- Commissioner: Martha Schrader
- Commissioner: Mark Shull

**Signing on behalf of the Board:**

Tootie Smith, Chair Date

Approved as to form:

Kathleen J. Rastetter 12/2/2021  
County Counsel Date

January 20, 2022

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #02 to a Contract with The Inn, Home for Boys dba True Housing for Alcohol- and Drug-Free Housing. Amendment adds \$23,250.00 to the Contract, increasing the maximum contract value to \$93,000.00. Funding through the State of Oregon, Oregon Health Authority.  
No County General Funds involved.

<b>Purpose/Outcomes</b>	Provides alcohol- and drug-free permanent housing for up to six (6) women and children.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$23,250.00 to the value of the contract. New contract maximum value is \$93,000.00.
<b>Funding Source</b>	State of Oregon, Community Mental Health Program (CMHP) funds. No County General Funds.
<b>Duration</b>	Effective upon signature and terminates on June 30, 2022.
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Ensuring safe, healthy and secure communities through the provision of outpatient mental health and substance use services.
<b>Counsel Review</b>	Reviewed and approved December 6, 2021 Kathleen Rastetter
<b>Procurement Review</b>	Was this item processed through Procurement? No. Direct Procurement (Under \$50,000.00). Contract term being extended to complete formal procurement process for these services.
<b>Contact Person</b>	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
<b>Contract No.</b>	9736

**BACKGROUND:**

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #02 to the Contract with The Inn, Home for Boys, operating as True Housing. The Contract provides alcohol- and drug-free permanent housing. The Amendment extends the term of the Contract to ensure no gap in services while a formal procurement process is completed.

This Amendment, effective upon signature and terminates June 30, 2022, was reviewed and approved by Counsel December 6, 2021. The Amendment increases the maximum contract value by \$23,250.00 for a new maximum value of \$93,000.00.

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**RECOMMENDATION:**

Staff recommends approval of this Amendment.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ed Johnson".

Rodney A. Cook, Director  
Health, Housing & Human Services Department

**Contract Amendment #02**  
**Clackamas County, acting through its Health, Housing, and Human Services Department,**  
**Behavioral Health Division**

H3S Contract Number: 9736 Board Agenda Number: \_\_\_\_\_

and Board date: \_\_\_\_\_

Division: **Behavioral Health** \_\_\_\_\_

Amendment No. 02

Contractor: **The Inn, Home for Boys dba True Housing** \_\_\_\_\_

Amendment Requested By: Mary Rumbaugh, Director, Behavioral Health Division

Changes:             Scope of Services             Contract Budget/Compensation  
                          Contract Term                 Other \_\_\_\_\_

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This Amendment #02 is entered into between The Inn, Home for Boys dba True Housing (“Contractor”), and Clackamas County, acting through its Health, Housing and Human Services Department, Behavioral Health Division (“County”) and shall become part of the contract entered into between both parties on October 5, 2020 (“Contract”), as amended.

**Justification for Amendment:**

This Contract provides alcohol- and drug-free permanent housing for up to six (6) women and children.

This Amendment #02 extends the term of the Contract six (6) months to **expire June 30, 2022**.

Amendment #02 **adds \$23,250.00** for the additional months of service, increasing the maximum contract value to **\$93,000.00**.

This Amendment #01 is effective **upon signature** and continues through **June 30, 2022**.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with ***“bold/italic”*** font for easy reference.

---

**AMEND Article I. Section 1 of the Contract:**

1. **Effective Date and Duration.** This Contract shall become effective July 1, 2020, upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2021**.

**TO READ:**

1. **Effective Date and Duration.** This Contract shall become effective July 1, 2020, upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2022**.

**AMEND Article I. Section 3 of the Contract:**

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **sixty-nine thousand seven hundred fifty dollars (\$69,750.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

**TO READ:**

3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **ninety-three thousand dollars (\$93,000.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in **Exhibit D**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit D**.

**AMEND Reporting Requirements Section of Exhibit B, Scope of Work, of the Contract:**

**Reporting Requirements**

Contractor shall submit a quarterly summary report within thirty (30) days following the end of each quarter.

<b>Reporting Periods</b>	<b>Report due no later than:</b>
July 1 – September 30, 2020	October 30, 2020
October 1 – December 31, 2020	January 30, 2021
January 1 – March 31, 2021	April 30, 2021
April 1 – June 30, 2021	July 30, 2021
July 1 – September 30, 2021	October 30, 2021
October 1 – December 31, 2021	January 30, 2022

**The Inn, Home for Boys dba True Housing #9736**

**Professional Services Contract – Amendment #02**

Page 3 of 5

Reports shall include:

- Number of non-enrolled individuals served
- Number of non-enrolled individuals receiving education
- Number of non-enrolled individuals receiving prevention services
- Number of non-enrolled individuals receiving outreach services
- Number of non-enrolled individuals receiving other non-encounterable services

**TO READ:**

**Reporting Requirements**

Contractor shall submit a quarterly summary report within thirty (30) days following the end of each quarter.

<b>Reporting Periods</b>	<b>Report due no later than:</b>
July 1 – September 30, 2020	October 30, 2020
October 1 – December 31, 2020	January 30, 2021
January 1 – March 31, 2021	April 30, 2021
April 1 – June 30, 2021	July 30, 2021
July 1 – September 30, 2021	October 30, 2021
October 1 – December 31, 2021	January 30, 2021
<b><i>January 1 – March 31, 2022</i></b>	<b><i>April 30, 2022</i></b>
<b><i>April 1 – June 30, 2022</i></b>	<b><i>July 30, 2022</i></b>

Reports shall include:

- Number of non-enrolled individuals served
- Number of non-enrolled individuals receiving education
- Number of non-enrolled individuals receiving prevention services
- Number of non-enrolled individuals receiving outreach services
- Number of non-enrolled individuals receiving other non-encounterable services

**AMEND Section a. of Exhibit D, Compensation, of the Contract:**

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$69,750.00**.

Contractor shall bill at rate of **\$645.83 per bed (up to six (6) beds) per month**

**TO READ:**

- a. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$93,000.00**.

**The Inn, Home for Boys dba True Housing #9736**

*Professional Services Contract – Amendment #02*

Page 4 of 5

Contractor shall bill at rate of **\$645.83 per bed (up to six (6) beds) per month**

[Signature page follows]



**The Inn, Home for Boys dba True Housing #9736**

*Professional Services Contract – Amendment #02*

Page 5 of 5

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

**THE INN, HOME FOR BOYS DBA TRUE HOUSING**



12-09-21

Authorized Signature

Date

Name / Title (Printed)

086102-14

Oregon Business Registry #

Domestic Nonprofit Corporation / Oregon

Entity Type / State of Formation

**COUNTY OF CLACKAMAS BOARD OF COMMISSIONERS**

Commissioner: Tootie Smith, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Mark Shull

**Signing on behalf of the Board:**

Tootie Smith, Chair

Date

Approved as to form:



12/6/2021

County Counsel

Date