

January 25, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Personal Services Contract with Cascadia Health for Peer Delivered Supportive Housing Services. Maximum Contract value not to exceed \$1,259,304.75 over thirty-nine months. Funding is through Metro Supportive Housing Services Measure funds. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues January 23, 2024		
Performance Clackamas	Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Mary Rumbaugh	Contact Phone	503-742-5305

EXECUTIVE SUMMARY: In partnership with the Housing & Community Development Division, the Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of the Contract with Cascadia Health for Peer Delivered Supportive Housing Services for residents of the Renaissance Court Apartments and Rain Garden Apartments in Wilsonville, Oregon.

Renaissance Court and Rain Garden Apartments are privately owned and operated affordable housing developments for individuals with severe and persistent mental illness (SPMI). Supportive services are key to helping individuals with SPMI successfully maintain stable housing. Still, these services were discontinued at Renaissance Court Apartment years ago due to a lack of funding and concerns about a prior provider’s ability to meet resident needs. The County plays no role in funding these housing projects (vouchers or otherwise) but is leveraging the availability of Supportive Housing Services funds to provide supportive services at these sites and increase the community’s recovery-oriented system capacity through the ability to serve more people at risk of homelessness due to mental illness.

This Contract with Cascadia Health restores supportive services at Renaissance Court Apartments and leverages the proximity to Rain Garden Apartments to allow additional services to be delivered there as well. 2.0 FTE Peer Wellness Specialists will provide peer-delivered supportive services to create a Building Community with Peer Providers (BCPP) program, a set of services that will engage individuals living in the apartment communities who need community connection and support to meet basic needs and access supportive services, including housing stability and medical and behavioral health services.

Procurement authority for this Contract falls under the Tri-County Supportive Housing Services Request for Programmatic Qualification (RFPQ) carried out by Washington County in partnership with

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Multnomah County and Clackamas County. Cascadia Health is qualified to deliver services in four service areas: Outreach and engagement, Connections to Stable Housing, Supportive Housing Stabilization, and Wraparound Support.

The value of the initial term of the Contract is \$368,577 for services through October 31, 2024. The Contract allows for three renewals by mutual agreement of both parties. Renewals #1 and #2 are for one year each and are valued at the annualized budget of \$368,577. Renewal #3 is valued at \$153,573.75 for five months of services from November 1, 2026 – March 31, 2027, with March 31, 2027, representing the end of procurement authority under the RFPQ. The Contract's maximum value if all renewals are exercised is \$1,259,304.75.

RECOMMENDATION: The Staff respectfully recommends that the Board grant approval of this Contract and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney A. Cook".

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



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #8684 H3S #11270**

This Personal Services Contract (this “Contract”) is entered into between **Cascadia Health dba Cascadia Behavioral Healthcare, Inc.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Department of Health Housing and Human Service (H3S), 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 **October 31, 2024**. This Contract may be renewed for three (3) additional one-year terms through March 31, 2027 upon the mutual agreement of both parties
2. **Scope of Work.** Contractor shall provide the following personal services: Supportive Housing Services (“Work”), further described in **Exhibit A**.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds per the following schedule:

Contract & Renewal Terms	Annual Maximums
Initial Contract term: To expire October 31, 2024	\$ 368,577.00
Renewal #1 (if exercised): To expire October 31, 2025	\$ 368,577.00
Renewal #2 (if exercised): To expire October 31, 2026	\$ 368,577.00
Renewal #3 (if exercised): To expire March 31, 2027	\$ 153,573.75
Total Contract Maximum Value	\$ 1,259,304.75

The maximum amount County may pay Contractor for performing the Work under this Contract, including all optional renewals, shall not exceed the sum of **One Million Two Hundred Fifty-Nine Thousand Three Hundred Four dollars and Seventy-Five Cents (\$1,259,304.75)**. Consideration rates are on a reimbursement basis in accordance with the budget in Exhibit D. The optional renewal maximums are based on the parties’ best estimate of future costs but may be subject to change. If the County wishes to exercise an optional renewal, Contractor shall provide County with an estimated budget and renewal cost for the renewal term. County may either reject the proposed budget and renewal cost, negotiate with Contractor for a revised budget or renewal cost, or decline the renewal and terminate the Contract.

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.** Unless otherwise specified, Contractor shall submit invoices in accordance with 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 documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, and Exhibit G

7. **Contractor and County Contacts.**

Contractor Administrator: Hali Mendez Phone: 503-963-7766 Email: Hali.Mendez@cascadiahealth.org , contracts@cascadiahealth.org	County Administrator: Mary Rumbaugh Phone: 503-742-5305 Email: MaryRum@clackamas.us
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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.
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. INDEMNITY, RESPONSIBILITY FOR DAMAGES.

- a. **RESPONSIBILITY FOR DAMAGES.** 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, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees.
- b. **INDEMNIFICATION AND DEFENSE OF COUNTY.** Contractor agrees to indemnify, defend, and hold County, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) Contractor's negligent or willful acts or those of its employees, agents, or those under Contractor's control; or (2) Contractor's acts or omissions in performing under this Contract including , but not limited to , any claim by regional (including Metro), State, or Federal funding sources that Contractor used funds for an ineligible purpose. Contractor is responsible for the actions of its own agents and employees, and County assumes no liability or responsibility with respect to Contractor's actions, employees, agents or otherwise with respect to those under its control.
- c. **INDEMNIFICATION AND DEFENSE OF METRO.** Contractor agrees to indemnify, defend, save and hold harmless Metro Regional Government (Metro), and its officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Metro, nor purport to act as legal representative of Metro, without first receiving from the Metro attorney's office authority to act as legal counsel for Metro, nor shall Contractor settle any claim on behalf of Metro without the approval of the Metro attorney's office. Metro 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 in Exhibit E.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

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. 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, 15, 17, 20, 21, 25, 27, 28, 30, 32, and 33, 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 as of the date of notice of termination, 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 of 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. **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, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("**Confidential Information**"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and

will use the Confidential Information for no purpose 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.

29. Reserved.

30. HIPAA COMPLIANCE. Contractor shall comply with the Health Insurance Portability and Accountability^[NA1] Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the

Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the “HITECH Act”) (collectively, and as amended from time to time, the “HIPAA Rules”). Contractor shall further execute the Qualified Service Organization Business Associate Agreement attached hereto as **Exhibit E** and incorporated by this reference herein.

31. Reserved.


32. 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 407-045-0250 through 407-45-0370) 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.

33. 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 AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Cascadia Health dba Cascadia Behavioral
Healthcare, Inc.

Clackamas County


Authorized Signature _____ Date _____

Chair _____ Date _____

Derald Walker, PhD / President-CEO
Name / Title (Printed)

146332-18
Oregon Business Registry #

Recording Secretary _____

DNP/OR
Entity Type / State of Formation

Approved as to Form:

**Andrew
Naylor**

Digitally signed by
Andrew Naylor
Date: 2023.12.18
09:16:05 -08'00'

County Counsel _____ Date _____

EXHIBIT A SCOPE OF WORK

Statement of Work

Contractor shall establish a peer supportive services program for residents of the Renaissance Court Apartments. The program's overarching intent is to develop a sense of community, a feeling of connectedness and to provide support for the community's residents. The primary path will be through community connection opportunities on-site, which will also function as a drop-in resource center for residents seeking to access peer support or address other needs. Peer support will offer residents an opportunity to connect without having to schedule an appointment. The program will also create opportunities for residents to interact with one another and peer support through community activities and facilitated discussion groups. Services shall be provided to the residents of the twelve (12) residential units at Renaissance Court, and as need arises and program capacity allows, the residents of the neighboring residential facility, Rain Garden Apartments. Services shall be restricted to within the Metro jurisdictional boundary.

1. Contractor shall provide:
 - a. 2.0 FTE Peer Wellness Specialists (PWS). PWS must have lived experience specific to mental health, addictions and navigation of treatment and support resources.
 - i. PWS shall be located at Renaissance Court Apartments, 11520 SW Zurich Street, Wilsonville, OR, 97070.
 - ii. In addition to services provided at Renaissance Court, PWS may also provide services at the Rain Garden Apartments, located at 29197 SW Orleans Avenue, Wilsonville, OR, 97070.
 - b. 1.0 FTE Peer Services Supervisor to provide supervision of Peer Wellness Specialists.
2. Contractor shall create a Building Community with Peer Providers (BCPP) program, a set of services that will engage individuals living at Renaissance Court who need community connection and support to access both basic needs and supportive services including medical and behavioral health.

The PWS shall:

- a. Focus on building relationships with residents and property managers.
- b. Address urgent/immediate needs of residents, including food security, access to health and mental health care, transportation, and community relationships.
- c. Act as a central hub, helping connect residents with resources, such as food boxes, clothing, utility support, legal services, and personal care assistance.
- d. Work with residents to develop one-on-one, person-centered plans. Plans shall take into consideration residents' individual needs with an eye to making sure community, wellness, and cultural needs are addressed.
- e. Assist with resource navigation.
- f. Research and utilize all available resources to meet residents' needs, referring internally to Contractor providers and externally to the best fit provider(s).
- g. Attend appointments with residents, if requested, either in-person or virtually, utilizing the advocacy and self-efficacy building approach of "do for, do with, cheer on" as a guide.
- h. Provide transportation to appointments, if requested.
- i. Utilize client services flexible funds to support housing retention in accordance with the Clackamas County Supportive Housing Services Flexible Funding Guidelines, included in the Contract as Exhibit C.
- j. Conduct post-program follow-up surveys six (6) and 12 months following program exit, and enter results into HMIS. HMIS Data Forms attached in Exhibit G.

Services shall be voluntary, based on the residents' stated needs and preferences, and shall include but are not limited to:

- a. Continuous engagement/relationship building with residents who choose services.
- b. Assistance in identification and removal of barriers to continue permanent housing placement.
- c. Information and assistance in connecting with mainstream services and benefits (e.g. Supplemental Nutrition Assistance Program (SNAP), Oregon Health Plan enrollment, day centers, and food pantries).
- d. Assistance obtaining appropriate documents to continue housing stability, employment, and other needed services, with consideration for the needs of immigrant/vulnerable populations.
- e. Individualized resource referral and connection, including mental and physical health, as needed.

3. Contractor shall:

- a. Provide administrative and operational oversight of PWS staff that includes:
 - i. Training and continuing education
 - ii. Schedule coordination
 - iii. Supervision
- b. Work in a collaborative manner with County
- c. Participate in appropriate system partner and/or County meetings.
- d. Participate, as applicable or requested, in County technical assistance activities to expand and strengthen the peer delivery system.
- e. Perform exclusion list checks at hire and monthly of all employees, contractors, volunteers, interns, and any other persons providing, arranging, or paying for behavioral health services paid in whole or in part with Medicaid dollars, against the Office of Inspector General (OIG) Exclusion Database and the System of Award Management (SAM) Exclusion Database. Contractor shall maintain monthly verification of these checks.
- f. Ensure that Contractor's employees and subcontractors, if permitted, maintain active licenses/certifications via a monitoring process with the licensing board including OHA's Traditional Health Worker Registry.

Staffing

1. Contractor shall ensure its PWS have lived experience specific to mental health, addictions, and navigation of treatment and support resources.
2. Supervision of PWS to be provided by a qualified peer supervisor provided by Contractor.
3. In the event of staff vacancies, Contractor shall provide a plan for coverage to prevent interruption of support to existing participants and mitigation of waitlists.
4. Contractor shall notify County Program Supervisor of a vacancy within forty-eight (48) hours of staff resignation.

Staff Standards

1. Contractor shall ensure the following for all staff employed as part of this Contract:
 - a. Successful criminal background check through the State of Oregon Background Check Unit (BCU) compliant with ORS Chapter 181 and OAR 407-007-0000 to OAR 407-007-0370.
 - b. Positive clearance through the General Services Administration System of Award Management (SAM) at time of hire and monthly thereafter.

- c. Positive clearance through the Office of Inspector General (OIG) List of Excluded Individuals/Entities at time of hire and monthly thereafter.
 - d. Document and certify that staff education, degrees, licenses, certifications, work experience, competence and supervision are adequate to permit staff to perform assigned duties.
2. Additionally, Contractor shall ensure all staff with direct one-on-one contact with County residents:
- a. Complete Oregon Health Authority approved training program for Peer Delivered Services and adherence to all requirements in the Traditional Health Worker administrative rules including OAR 950-060-0000 to OAR 950-060-0160 certification and continuing education and shall demonstrate (a) the ability to support others in their recovery or resiliency; and (b) personal life experience and tools of self-directed recovery and resiliency.

Standards of Work

Contractor shall:

- 1. Utilize a trauma informed approach, along with proper peer language.
- 2. Work in collaboration with the County to promote a recovery-oriented support system that focuses on hope, choice, personal responsibility, and self-determination.
- 3. Reinforce the values and culture of peer support through education and the modeling of strong support skills.
- 4. Use a whole health approach, not only addressing issues of mental health and substance use, but spiritual and physical health as requested by the individual served.
- 5. Have rules to ensure a safe environment for staff and clients. These rules shall be in plain language and as streamlined as possible.

Performance Goals and Benchmarks

Outcome	Goal/Benchmark	Data Source
Resource Connection	75% of people served will be connected with at least one (1) resource	Contractor internal systems; semi-annual reporting to County
Eviction Prevention	90% of households served retain rental housing at their current unit six (6) months after intervention	Homeless Management Information System (HMIS)
Participant Voice	At least 70% of individuals will respond to follow-up survey	Follow-up survey
Effective Services	At least 85% of follow-up surveys reflect effective service provision	Follow-up survey

Reporting Requirements

1. Contractor shall:

- a. Enter all relevant data into internal systems, and Excel log, as appropriate.
- b. Submit semi-annual (six (6) and twelve (12) months post contract execution) reporting to County. Reports shall include:
 - i. Number of households served
 - ii. Demographics on household members, including:

1. Household composition
2. Race and ethnicity
3. Age categories
- iii. Percent of individuals served that were connected with at least one (1) resource
- iv. Percent of households served that retained rental housing at their current unit six (6) months after intervention
 - v. Percent of individuals that respond to follow-up survey
 - vi. Percent of follow-up survey that reflect effective service provision
 - vii. Average cost per household service annually
 - viii. Number of calls for emergency services
 - ix. Number of incidents involving property damage
 - x. Number of incidents involving tenant conflict
- c. Provide narrative responses to the following questions that align with Exhibit B, Guiding Principles and Expectations:
 - i. What are some unexpected challenges faced or strengths discovered by the organization? (Consider including participant success stories.)
 - ii. How is the organization working towards ensuring low-barrier programming? Have services been adjusted to make them accessible?
 - iii. Explain how the organization has been leading with race while reducing homelessness overall in the community.
 - iv. Has the organization made progress toward “building connections and coordinating with multiple systems of care to build a community of resources, easily accessible to all”? If yes, please describe how the need for the new connection was identified and the process of building the connection.
- d. Work with County to continually improve on performance goals and benchmarks.
- e. Prepare and submit an annual participant feedback report.

Contractor shall submit all required reporting to County via email to BHContractReporting@clackamas.us thirty (30) days following each reporting period.

Oversight

Contractor shall allow County to perform monitoring, audit, and other review processes for the purpose of determining and reporting compliance with the terms and conditions of this Contract.

In the event County identifies any deficiencies or areas for improvement, County shall require Contractor to implement a Quality Improvement Plan to remedy such deficiencies. In the event Contractor fails to remedy such deficiencies following implementation of a Quality Improvement Plan, County may pursue any and all remedies available to it under this Contract, at law, or in equity.

Contractor shall respond and comply, in accordance with the specified timeline, to any and all requests from County for information or documentation pertaining to Work under this Contract.

Lack of response to required communications from County or redress of deficiencies or areas of improvement may result in delay of payment to Contractor.

EXHIBIT B GUIDING PRINCIPLES AND EXPECTATIONS

Equity:

The Supportive Housing Services program promotes racial and ethnic justice and seeks to end disparities in housing access. The County recognizes that culturally responsive and culturally specific services can eliminate structural barriers and provide a sense of safety and belonging, which will lead to better outcomes. The County recognizes that advancing equity also includes having cultural competencies to provide services to other historically marginalized communities such as LGBTQ2SIA+, youth, people with disabilities, and immigrants and refugees. To further equity goals, Contractor must develop/implement the following:

- A plan to ensure culturally responsive service delivery that is respectful of all participants.
- A plan assuring access to services for people who do not speak the primary language of the service provider.
- A process to work with the County SHS team to continuously monitor the demographics of those accessing services using the HMIS (or an HMIS comparable database for domestic violence service providers).
- A quality improvement plan, informed by quantitative and qualitative data analysis, to address evidence of differential access, based on race, ethnicity, disability, gender identity, sexual orientation or other protected class status.
- Ensure that staff and volunteers have knowledge and experience to participate in the effort to increase equity and decrease housing disparities.
- Ensure that staff and volunteers have access to equity and inclusion training on an on-going basis.

Outcomes:

The SHS program is intended to end chronic homelessness in Clackamas County. In addition, the County aims to make homelessness rare, short, and not reoccurring for all who live in Clackamas County. Programs must work in coordination to ensure housing options are safe, stable, and provide housing choice to meet the needs of each individual. The work of ending racial disparities in housing and ending homelessness is one and the same.

In addition to ending homelessness, Metro-wide outcome goals of the SHS program include:

- Advance housing equity by providing access to services and housing to Black, Indigenous and people of color at higher rates than their representation among those experiencing homelessness.
- House individuals and families, and support housing retention, at greater rates than those newly experiencing homelessness, to reduce the overall population of people experiencing homelessness.
- Reduce the average length of time anyone in Clackamas County experiences homelessness until people are offered housing options immediately upon becoming homeless.
- Strengthen housing retention so that, once stably housed, returns to the experience of homelessness are extremely rare.
- Housing programs promote long-term stability, measured by successful program “graduation” to permanent housing and/or housing retention.

- Increase culturally specific organization capacity with increased investments and expanded organizational reach for culturally specific organizations and programs.
- SHS-funded organizations increase equity by hiring a staff that is diverse by race, ethnicity, languages spoken, sexual orientation, gender identity, disability status, age, and lived experience.
- Increase safety, stability and healing for everyone who has experienced homelessness using person-centered, trauma-informed service approaches and connections with mental and physical healthcare.
- Other measures, as determined by Metro, Tri-County data team, and/or Clackamas County community of service providers, will be added.

Coordination:

Partnership and coordination are key components to ending homelessness. A coordinated system makes finding resources easy for potential program participants and allows the entire system to work more smoothly. When done well, a holistic, coordinated approach improves performance system-wide.

The following are effective coordination principles and practices that must be followed. When followed, they ensure system-wide coordination:

- Coordinated Housing Access (CHA) must be utilized to effectively coordinate all housing services. It must be easily accessible and allow participants to complete a single assessment to access all services in the housing continuum.
- Demonstrated partnerships, at all levels of programming, between programs and organizations. Partnerships can be demonstrated through formal contracts, MOUs, system-wide planning participation, and providing infrastructure programming in a coordinated way (including outreach, housing navigation, CHA, and diversion).
- Build connections and coordinate with multiple systems of care (i.e. housing, workforce, education, foster care, DHS, domestic violence, community justice, health, mental health and addictions) to build a community of resources, easily accessible to all.
- Strengthen system capacity by supporting CHA, diversion, outreach and navigation.
- Participate in coordinated system development and implementation, including identifying, addressing, and following-up on unmet needs, gaps in services, and system barriers.

Services:

All services focus on building relationships and service engagement through person-centered, culturally-responsive, trauma-informed, strengths-based practices. Services should align with the Housing First model (see Addendum – Definitions). The purpose of these relationships is to support each household to achieve housing stability through individualized planning and connections with community resources.

To further these services goals, Contractor must follow the following proven practices:

- All services are low-barrier, not requiring pre-requisites to become eligible for services or housing.
- Diversion is attempted at every program “door,” including all immediate housing programs and permanent housing programs, when appropriate.
- Households experiencing or at risk of homelessness must be able to move directly into supportive housing and/or permanent housing without first accessing immediate housing programs. Households must also be presented with available immediate housing options.
- Families will be provided with the option to sleep/stay together; Families will not be separated unless they choose to sleep/stay separately.

- Vulnerable populations are prioritized.
 - Vulnerable populations include those with long homeless histories, incomes below 30% AMI, and one or more disabilities.
 - Due to a long history of systemic racism, oppression, and everyday micro and macro-aggressions, Black, Indigenous, and People of Color are also more vulnerable to the experience of homelessness.
- Services are voluntary, non-intrusive, and provide minimal disruption to meet the expressed needs and desires of the participant.
- Services are highly flexible and tailored to meet the needs of each household.

Participant Voice:

Each individual is the expert in their own life. To build the best system, people with lived experience of homelessness must help to shape the services designed to end homelessness.

Contractor must incorporate the following guidelines into all programs:

- Participants lead development of their own individual service plans.
- Ensure that all services are voluntary and that no participant is required to participate in a particular activity in order to receive services.
- Integrate participant (or those who choose not to participate) in decision-making at every level, including program/service development, delivery, and evaluation.
- People with lived experience, who participate in decision-making and program development, should be paid for their time.
- Have written procedures and policies, as well as an accessible and transparent grievance process, that ensure staff and volunteers provide respectful and effective services.

System-wide Service Delivery Expectations (in addition to any items above):

Contractor shall perform the following:

- Participate in the HMIS or, for domestic violence service providers, an HMIS comparable database.
- Provide services free of charge to participants or utilizing a pre-approved sliding scale fee.
- Include sustainable, environmentally friendly practices in business operations and the delivery of services (for example, providing onsite recycling, and encouraging reduction of waste through electronic records whenever possible).
- Confidential information must be protected in compliance with applicable federal, state, and local privacy rules.
- Maintain an effective working relationship. The County will have formal relationships with service providers through contracts, and will also expect contractors to maintain ongoing communication with the Supportive Housing Services Team about programs and performance, and to engage in community planning and training opportunities.
- All services must be delivered in a wholly secular manner, and programs may not require participation in religious activities for program eligibility purposes.
- Have a written termination and/or exclusion policy that appropriately protects the interests of participants by: (1) applying a trauma and equity lens to evaluating rule violations; (2) imposing sanctions short of termination whenever reasonably possible; (3) informing the participant in clear terms of the reason for their termination and/or exclusion from the program; and (4)

outlines the process for grieving the decision. Except in the most extreme situations, termination and exclusion policies should allow for re-entry into the program under appropriate conditions.

- Ensure that staff and volunteers have access to continuing education opportunities.
- Attend training and community/system networking meetings as reasonably required by the County

EXHIBIT C SUPPORTIVE HOUSING SERVICES FLEXIBLE FUNDING GUIDELINES

Use of SHS Client Services Flexible Funding – Revised February 2023

Flexible Funding in the SHS program may be used to pay for supportive services or items that address specific needs of program participants. SHS flexible funding must only be used to assist program participants to obtain and maintain permanent housing. All SHS providers will follow procurement law and use reasonable discretion to make economical purchasing choices. **This list below includes guidelines and policies that should be used to inform program budgeting for use of client services flexible funding, recommended caps for specific expenditures, and some resources to seek first before using client services flexible funding.**

All uses of SHS client services flexible funding must fall within one of the following three categories:

- 1) Outreach – including safety on the streets/survival assistance (refer to your contract’s scope of work for further specific guidelines on outreach-related flexible funding use)
- 2) Obtaining permanent housing – including removal of barriers to obtaining permanent housing, acquiring necessary documents, filing and application fees, moving and furnishings, etc.
- 3) Maintaining permanent housing – including supportive services such as skills training, credit counseling, benefits acquisition, etc.; and eviction prevention costs, such as rent and utility arrears.

All providers must maintain supportive documentation that any use of client services flexible funding falls within these three categories. For expenses that fall outside the spending guidelines listed below, please document the justification for the variance in such expenses as they relate to the three eligible categories above; this may include notes in the client’s case file, supporting documentation from a medical provider, ledgers of unpaid debts to a housing provider, etc. Any questions on eligible use or supporting documentation can be directed to HousingServices@clackamas.us.

Housing Services staff will periodically monitor agency client services flex fund utilization to ensure that supportive documentation has been maintained. Failure to maintain supportive documentation will lead to progressive corrective action, which may include contract termination.

Rental Screening Barrier Busting

- Identification/documentation replacement-*up to \$200/person*
- Rent Arrears (up to \$5,000/household)- if needed to remove screening barrier and access rental housing
 - Be sure to consult COVID-related rental arrears legal guidance to determine if rental arrears accumulated during CY2020 and CY2021 may be used in landlord screening. Housing Rights and Resources maintains up-to-date info on these and other protections: <https://www.clackamas.us/socialservices/housingassistance.html>
- Utility arrears (*up to \$1000/household*)- if needed to remove screening barrier and access rental housing or to set up utilities in rental housing
 - Before making a payment, consult with Clackamas Energy Assistance Program: contacts at <https://www.clackamas.us/socialservices/energy.html>
- Traffic fines and fees up to \$1000
 - must be tied to removing screening barrier to rental housing-

Housing Related Costs

- Rental Application fees-up to *\$150/household*
- Holding deposits-up to *\$400/household*
- Utility deposits-up to *\$500/household*
- Rental/Security deposits – work with RLRA team **first** to problem solve based on client specific needs to ensure compliance with the HACC Move Policy and in cases where the landlord will not accept a promissory note on a new move-in. If a participant needs to move due to health and/or safety and no other resources exist, flex funds can be used to pay for the security deposit. Check with HACC voucher program **first** to confirm if deposit assistance is available prior to using flex funds.
- Pet deposits- for up to 2 pets-up to *\$800*
- Utility payments—*up to \$500*
 - There is a utility allowance built into in the HACC rent calculation document *for heat, water, sewer, garbage and power to the rental unit*. Ensure the participant has an on-going plan to cover utility costs
- Unpaid tenant portion of rent: up to \$500
 - Must be a one-time or short-term prevention strategy
- Moving costs-up to *\$500 in total/household*
 - May include: truck rental, moving company, and/or moving supplies
 - If hiring a moving company, agency must receive 3 quotes before contracting with lowest price
- Community Warehouse participation costs, including delivery fee-up to *\$500/household*
- Mattress (when unavailable at Community Warehouse) - up to *\$400*
 - For mattresses at a higher cost, please document need (such as medical need that could not be paid for with health insurance)
- Mediation between landlords and program participants-up to *\$300*
 - See also free landlord mediation services provided through the County's Resolutions Services: <https://www.clackamas.us/ccrs/eviction-prevention-mediation>
- Temporary short-term housing provision- up to \$150 per night
 - Diversion should be used in all cases to find the most cost efficient, trauma-informed, and suitable option for each participant
 - If Emergency Shelter is the best intervention, attempts must be made first utilize existing Emergency Shelter units or vouchers
 - Hotel/motel costs may be paid out of flex funding if all other options have been exhausted, including diversion, and this is the best option for the individual
 - Costs up to \$150 per night
 - **Must seek re-authorization at least monthly with Housing Services team to continue to pay for this cost**

Other General Uses

- Basic Hygiene/medical needs-up to *\$100/person/year*
 - Ex. Menstruation products, toilet paper, first aid kit and/or supplies, toiletries etc.
- Survival assistance-up to \$500/household-
 - Includes costs to support program participants' ability to survive the elements while identifying temporary and/or permanent housing options.
 - Ex. Tent, sleeping bag, hand/foot warmers, socks, shoes, warm weather gear, food/water, sun screen, backpack etc.

- Assistance applying for benefits-*up to \$500/applicant*
 - Ex. Fees to attorneys or others to assist with completing an SSI/SSDI application
- Cell phone bill-*up to \$200/household*
 - Before paying with SHS funds, households must apply for reduced cost phone programs. Example: Oregon Lifeline, <https://www.oregon.gov/puc/pages/oregon-lifeline.aspx>; Oregon Health Plan members can also receive a free phone via their care coordinator (with CareOregon or HealthShare). Info at: <https://www.healthplansinoregon.com/free-cell-phones-for-members-of-oregon-health-plan/>
- Educational/Life Skills services-*up to \$300*
 - Ex. Consumer/financial ed, health education, prevention programs, literacy, ESL/ELL, GED, tutoring, household management, conflict management, use of public transit, nutrition, meal prep, parental ed
 - Ex. buying required books, supplies, and/or instructional material associated with education
- Transportation
 - Bus passes (*monthly*)-*\$100/person*
 - If qualified, agency must assist individuals in applying for honored citizen or other reduced cost bus passes; apply via <https://trimet.org/fares/honoredcitizen.htm>
 - Check with local partners about TriMet partnerships to offset the cost of bus passes (example, Clackamas Service Center and The Father's Heart)
 - Gas cards (*up to \$100 monthly*)
 - When transportation is at least 70% associated with participants work, healthcare needs, grocery shopping, accessing services, and other essential functions
 - SHS funding can only pay for gas cards on an as-needed bases. This policy should **not** be read to mean that every participant with a vehicle automatically receives \$100 a month
 - Car repair or maintenance, not to exceed 10% of Blue Book value of the vehicle-
- Food (*up to \$150/mo/household*)
 - Food paid for by SHS should be supplemental to SNAP benefits and accessing food banks and other free or reduced cost food programs
 - SHS funding can only pay for food on an as-needed bases. This policy should **not** be read to mean that every participant/household automatically receives \$150 a month in food assistance
- Employment assistance and job training- in-person or online- *up to \$100/working-age person*
 - Ex. Training in particular software or computer skills, on-the-job instruction, employment assistance programs, reasonable stipends for job training
- Costs or fees associated with participating in necessary healthcare services- *up to \$100*
 - *Contact Clackamas County Behavioral Health for appointments*
 - Ex. mental or physical health costs, program fees, etc.
- Credit Counseling- *up to \$75*
 - Assistance with resolving personal credit issues
- Engagement services- costs to support engagement with program participants-*up to \$150/household*
- Child Care

- Cost of establishing childcare or providing childcare vouchers
 - Costs for food, as required by a childcare provider
- Storage unit costs- -up to *\$200/household*
 - *Storage unit costs should only be covered for a short time* (generally 3 months max) until a participant can be reunited with their possessions

**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 **\$1,259,304.75**.

Contract & Renewal Terms	Annual Maximums
Initial Contract term: To expire October 31, 2024	\$ 368,577.00
Renewal #1 (if exercised): To expire October 31, 2025	\$ 368,577.00
Renewal #2 (if exercised): To expire October 31, 2026	\$ 368,577.00
Renewal #3 (if exercised): To expire March 31, 2027	\$ 153,573.75
Total Contract Maximum Value	\$ 1,259,304.75

Contractor shall be compensated for work performed based on the following budget:

PROGRAM BUDGET - 1 YEAR			
Personnel	FTE	Rate	Cost
Salary			
Peer Wellness Specialist	2.0	\$ 54,080.00	\$ 108,160
Supervisor	1.0	\$ 90,740.00	\$ 90,740
<i>Salary Total</i>			\$ 198,900
Fringe			
Peer Wellness Specialist	2.0	\$ 16,224.00	\$ 32,448
Supervisor	1.0	\$ 27,222.00	\$ 27,222
<i>Fringe Total</i>			\$ 59,670
<i>Personnel (Direct Cost) Total</i>			\$ 258,570
Travel			
Mileage Reimbursement - <i>Mileage reimbursed at current IRS rate</i>			\$ 18,000
<i>Travel Total</i>			\$ 18,000
Other Costs			
Client Enhancement			\$ 3,000
Flexible Client Services Flexible Funds - <i>Supports housing retention</i>			\$ 24,000
Trainings and meetings			\$ 3,000
Office Supplies - <i>Computer, phone/cell</i>			\$ 6,600
Office Supplies			\$ 2,400
<i>Other Costs Total</i>			\$ 39,000
SUBTOTAL			\$ 315,570
Indirect Costs - 20.5%			\$ 53,007
BUDGET TOTAL			\$ 368,577

- b. Contractor shall submit **itemized monthly invoices by the 10th day of the month** following the month Services were provided. The invoice shall include:

Contract #11270,
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

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

When submitting electronically, designate Contractor name and Contract # **11270** in the subject of the email.

- c. 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 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 its 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 its 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

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.
- 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

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into upon signature (“Effective Date”) by and between **Clackamas County, on behalf of its Department of Health, Housing and Human Services, Behavioral Health Division** (“Covered Entity”) and **Cascadia Health** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

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 (“Services 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 Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

Now, therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is 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 a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce 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 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 “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 Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 “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).

- 1.10 “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.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “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.
- 1.13 “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.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “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.
- 1.19 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 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 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 Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this 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. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 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 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 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 comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
 - 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
 - 2.12 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 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;
 - 2.13 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 PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
 - 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
 - 2.15 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. 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
 - 2.16 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 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this 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 Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this 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 so long as such use is also permitted by the Confidentiality Rule; 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. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

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. The 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 HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 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. By notice 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 involved 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 notice 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.
 - 5.3 Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or 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 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 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 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 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 Agreement and 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 Agreement if the Covered Entity has breached a material term of this 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 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 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 Agreement to the Confidentiality Rule, 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 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 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 Section II and III of this 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 Agreement shall survive the termination of the Services Agreement and this Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

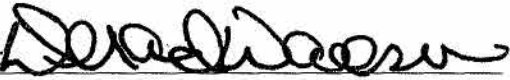
(Signature Page for QSOBAA Follows)

SIGNATURE PAGE FOR QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

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

Business Associate
Cascadia Health

Covered Entity
Clackamas County

By: 
Authorized Signature

By: _____

Title: Derald Walker, PhD / President-CEO

Title: Chair

Date: 12/13/2023

Date: _____