



CLACKAMAS COUNTY SHERIFF

Sheriff Angela Brandenburg

Jesse Ashby, Undersheriff

Lee Eby, Undersheriff

Brad O'Neil, Undersheriff

7/17/2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with CODA for opioid abuse treatment within the County Jail. Contract Value is \$366,358 for 1 year. Funding is through the Oregon Criminal Justice Commission. No County General Funds Involved.

Previous Board Action/Review	No prior action/review		
Performance Clackamas	Ensure safe, healthy and secure communities.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Patrick Williams	Contact Phone	503-785-5012

EXECUTIVE SUMMARY: The Clackamas County Jail is seeking approval for an innovative project to expand and streamline access to opioid use disorder (OUD) treatment, specifically methadone, within the Clackamas County Jail. For many people with OUD, especially those who use fentanyl, methadone is the only effective treatment. The project focuses on implementing a methadone unit within the Clackamas County Jail to address the high rates of addiction and overdose among justice-involved individuals. This will be created through contract services with CODA, Inc., a community methadone provider. Clackamas County Jail will leverage Jail-based Medications for Opioid Use Disorder Grant Program funds along with preexisting relationships with CODA to launch Oregon's very first jail-integrated Opioid Treatment Program (OTP), facilitating immediate connections to in-house OUD treatment services such as stabilizing medications and addiction counseling.

RECOMMENDATION: Staff recommends approval of this agreement.

Respectfully submitted,

Sheriff Angela Brandenburg

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A Tradition of Service Since 1845

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**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001161**

This Personal Services Contract (this "Contract") is entered into between CODA, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of the Jail Division of the Clackamas County Sheriff's Office.

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 one year from the date of last signature upon this contract.
- 2. Scope of Work.** Contractor shall provide the following personal services: Evidence-Based Substance Use Treatment ("Work"), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Three Hundred and Sixty-Six Thousand Three Hundred and Fifty-Eight dollars (\$366,358)**, for performing the Work required by this Contract. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the 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. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to 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.
Invoices shall reference the above Contract Number and be submitted to: ccsofinance@clackamas.us
- 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, and Exhibit C.

7. Contractor and County Contacts.

Contractor Administrator: Alison Noice Phone: 503-239-8400 x7731 Email: AlisonNoice@codainc.org	County Administrator: Melanie Menear Phone: 503-722-6794 Email: mmenear@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.** 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. The Contractor agrees to indemnify and defend the County, 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 County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.
<input checked="" type="checkbox"/> Required – Medical Liability endorsement with limits not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.

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, 32, 33, and 34, 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. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly

described as intended beneficiaries of the terms of this Contract.

- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance 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(12)).

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.

Notwithstanding anything to the contrary, County's obligations regarding confidential information under this Contract are expressly subject to the Oregon Public Records Law, Oregon Revised

Statutes (“ORS”) Chapter 192 et. seq., and any other applicable state or federal law. While County will make good faith efforts to perform under the Contract, County’s disclosure of Confidential Information, in whole or in part, will not be a breach of the Contract if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes. If County is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, County shall notify Contractor within a reasonable period of time of the request. Contractor is exclusively responsible for defending Contractor’s position concerning the confidentiality of the requested information. County is not required to assist Contractor in opposing disclosure of Confidential Information, nor is County required to provide a legal opinion as to whether the Confidential Information is protected under ORS Chapter 192, et. seq., or other applicable state or federal law.

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

30. Reserved.

31. Reserved.

32. Reserved.

33. HIPAA Compliance. Contractor shall comply with the Health Insurance Portability and Accountability 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 B** and incorporated by this reference herein.

34. 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.

Signature Page Follows

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

CODA, Inc.

Clackamas County

Alison Noice

Authorized Signature	Date
----------------------	------

Date _____

Signature

Date

Date _____

Alison Noice/ Executive Director

Name / Title (Printed)

Title: Chair

Approved as to Form:

131425-18

Oregon Business Registry #

DNP/OR

Entity Type / State of Formation

County Counsel
Date

Date _____

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK



Abstract

The proposed initiative will allow the Clackamas County Jail to partner with a community provider (CODA, Inc.) to expand access to evidence-based substance use treatment, specifically methadone, and support re-entry and continuity of care when individuals are in custody of the Clackamas County Jail. These services are essential to supporting treatment engagement and reducing the risk of overdose during transitions in and out of jail.

I. Project Description

Of the roughly 1.4 million people held in state and federal prisons across America every year, at least 600,000 will be released from custody. Nearly two-thirds of all adults in custody (AIC) have a documented substance use disorder (SUD), and their risk of fatally overdosing skyrockets tenfold upon release. Despite the disproportionate number of people with SUDs navigating the criminal justice system, prisons and jails are not equipped to manage their acute healthcare needs nor identify those at greatest risk of experiencing a medical emergency. Nationwide, and especially in Clackamas County, effectively treating opioid use disorder (OUD) during incarceration is a critical gap that can be directly addressed by adopting evidence-based best practices proven to protect against overdose and reduce recidivism.

The Clackamas County Jail is seeking approval for an innovative project to expand and streamline access to OUD treatment, specifically methadone, within the Clackamas County Jail. For many people with OUD, especially those who use fentanyl, methadone is the *only* effective treatment. The project focuses on implementing a methadone unit within the Clackamas County Jail to address the high rates of addiction and overdose among justice-involved individuals. This will be created through contract services with CODA, Inc., a community methadone provider. Clackamas County Jail will leverage Jail-based Medications for Opioid Use Disorder Grant Program funds along with preexisting relationships with CODA to launch Oregon's very first jail-integrated Opioid Treatment Program (OTP), facilitating immediate connections to in-house OUD treatment services such as stabilizing medications and addiction counseling.

In Oregon, people released from prison were 10 times more likely to overdose on opioids compared to the general population, according to a study published in *Journal of Substance Use and Addiction Treatment*. The risk of overdose doubled during the first two weeks of release, and formerly incarcerated women were almost twice as likely as men to experience an opioid overdose. This project will ensure that individuals with substance use disorders receive appropriate medication, methadone, and support when entering into custody, aiming to reduce the risk of overdose, withdrawal, and relapse, both while in custody and upon release.

Research shows medication continuity ultimately reduces administrative burdens while ensuring AIC safety and supporting their successful transition out of incarceration and back into their community. Individuals maintained on medications for OUD (MOUD), like methadone, experience improved quality of life by finally being able to continue their education, gain employment, establish stable housing, and improve their overall health, all of which lowers their risk of recidivism.

II. Project Services Narrative

The project will allow for the establishment of a contract with CODA, Inc. to develop and begin implementation with the goal of a fully licensed and accredited Medication Unit housed within the Clackamas County Jail. A Medication Unit is an extension of an Opioid Treatment Program, which is the federally-accredited and State-certified program that is allowed to dispense methadone to people with opioid use disorder. Establishing a methadone Medication Unit (as an extension of CODA's Portland

Opioid Treatment Program) within Clackamas County Jail will give AICs with opioid use disorder faster and more reliable on-site access to methadone.

CODA, Inc. is a well-respected pioneer in the behavioral health treatment space. CODA founded both the state's very first OTP in 1969 (which today provides methadone to nearly 1,200 people in the Portland Metro Area) and the Seaside, Oregon community's very first OTP in January 2020. CODA has deep expertise in the safe and effective use of MOUD and specific knowledge of best practices associated with methadone maintenance and secure medication handling.

CODA and Clackamas County Jail have already demonstrated our ability to successfully partner to provide methadone to AICs through a process called courtesy dosing. While this process works, it requires CCJ staff to drive back and forth to CODA to pick up methadone doses, which is inefficient and creates potentially dangerous delays for AICs who need methadone. CODA and CCJ will build off successful partnership to develop the Methadone Medication Unit within the jail itself. This colocation will improve efficiency, protect AICs, support CCJ staff, and improve the overall health and safety of Clackamas County by providing timely access to methadone.

The Jail Medication Unit will be an extension of CODA's existing, licensed, accredited OTP in Portland, making the smaller unit fully authorized to operate in a location geographically separate from the existing OTP. This unit will be seamlessly integrated into the jail's existing corrections and healthcare operations, securely operated by CODA staff, and legally authorized to initiate and maintain MOUD for any qualifying AIC with an OUD.

Currently, the Clackamas County Jail is not authorized to directly prescribe methadone to AIC. The jail's existing medication-assisted treatment (MAT) coordinator has to develop and maintain separate relationships with multiple OTPs across the region to coordinate courtesy dosing. This existing system is unnecessarily burdensome for jail staff, and results in delays for AICs who need methadone. CODA and Clackamas County Jail are already actively working to centralize and improve this current practice. It will become the foundation for the future state, where a medication unit is fully operational within the jail and no transportation of methadone or external coordination on the part of jail staff will be required.

The Clackamas County Jail and CODA leadership are approaching this endeavor with a strong precedent for effective collaboration and sincere commitment to its success. CODA and Clackamas County Jail leadership have already committed to the planning and development of a medication unit. Using this positive foundation, 4002 grant funds will extend that effort to support facility licensing and ensure sustainable early operations of the medication unit. This will mean that AICs will, for the first time ever, be able to initiate methadone treatment as quickly and seamlessly as possible. The grant will allow CODA staff to collaborate with jail staff to triage AIC needs, initiate and maintain methadone for OUD, and then facilitate smooth transitions out of incarceration. The Medication Unit's design will draw from current workflows and benefit from the existing recovery-oriented system of care network which connects AICs to peer support specialists, recovery mentors, CODA's community-based treatment programs, and Health Department resources.

Combining the existing transition support apparatus with CODA's robust array of MOUD and specialized support services (peer mentoring, case management, individualized treatment) will further ensure that patients exiting incarceration experience seamless continuity of both medication management and behavioral support in their community. This expanded partnership with CODA brings the added benefit of streamlined access to its array of local residential and outpatient treatment facilities where all types of MOUD are already integrated into daily operations.

This patient-centered collaboration extends the current vision into a fully operational Medication Unit, leveraging the strengths of CODA's treatment expertise and realizing Clackamas County Jail's commitment to embracing evidence-based interventions that support justice-involved individuals' efforts towards recovery.

III. Program Standard of Care

The methadone medication unit within the Clackamas County Jail setting will provide a structured, medically sound, and rehabilitative approach to managing opioid use disorder while

supporting the overall well-being of justice-involved individuals. The jail methadone medication unit will align with best practices and standards of care for opioid use disorder (OUD) treatment which provides safe, effective, and comprehensive care.

The key components to this project include:

1. Integration with Healthcare Standards
 - a. Licensed and Accredited Program: The unit will operate as an extension of CODA's existing, Joint Commission-accredited Opioid Treatment Program (OTP), ensuring adherence to state and federal regulations, including those set by the Substance Abuse and Mental Health Services Administration (SAMHSA).
 - b. Medical Oversight: Qualified healthcare professionals, including physicians with expertise in addiction medicine, will manage patient assessments, prescribing, and medication monitoring.
2. Screening and Admission Process
 - a. Comprehensive Assessment: Upon intake, adults in custody will be screened for opioid use disorder using evidence-based tools. This is followed by a comprehensive clinical assessment, including substance use history, mental health, and medical conditions.
 - b. Informed Consent: AICs will provide informed consent to participate in methadone treatment, understanding the risks, benefits, and responsibilities involved.
3. Individualized Dosing
 - a. Personalized Treatment Plans: Dosing will be individualized, based on the inmate's opioid tolerance and clinical assessment. Methadone will be titrated to a level that prevents withdrawal symptoms and reduces cravings while avoiding over-sedation.
 - b. Daily Dispensing: Methadone will be administered daily, under direct supervision, to ensure proper dosage and prevent diversion. Dosing will be secure and consistent, with protocols in place to prevent mishandling or misuse.
4. Coordination of Care
 - a. Collaboration with Community Providers: For continuity of care, the jail medication unit will collaborate with community-based treatment providers. This allows for a seamless transition upon release, with referrals for ongoing methadone treatment.
 - b. Multidisciplinary Approach: Adults in custody will receive support from a multidisciplinary team, including counselors, case managers, and peer support specialists who address co-occurring mental health disorders, housing, and re-entry planning.
5. Monitoring and Evaluation
 - a. Regular Monitoring: Patients will be regularly monitored for treatment adherence and effectiveness. This includes periodic clinical reviews to adjust dosing, monitor side effects, and ensure the inmate's safety.
 - b. Withdrawal Management: The unit will be equipped to handle withdrawal symptoms (also known as "detoxing"), with protocols in place to manage patients who may experience discomfort or complications during methadone treatment.
6. Education and Counseling
 - a. Behavioral Health Support: Counseling services will be integrated into the methadone treatment plan, assisting AICs in addressing substance use patterns, coping mechanisms, and creating relapse prevention plans.
 - b. Educational Programs: Adults in custody will have access to educational materials about OUD, methadone, and relapse prevention, helping them understand their treatment and the benefits of continuing it post-release.
7. Re-entry Planning

- a. Discharge Planning: As part of re-entry planning, the unit will establish clear plans for continuing methadone treatment after release, ensuring that inmates can access community-based treatment providers and support services.
- b. Connection to Recovery Resources: Adults in custody will be connected to housing, employment, and healthcare services to support long-term recovery and reduce the likelihood of recidivism due to untreated OUD.

IV. Program Evaluation

The project will utilize existing electronic health record (EHR) system, CODA and Clackamas County staff will collaborate to develop custom tracking and reporting mechanisms in order to provide the quantitative data identified by the CJC and additional outcomes/metrics.

V. Organizational Capacity and Qualifications

Clackamas County Jail

The Clackamas County Jail, located in Oregon City, is a local correctional facility as defined by Oregon Revised Statute. The jail is designed for the reception and confinement of adults in custody provided, maintained and operated by Clackamas County. It serves the community of Clackamas County, Oregon. Clackamas County is part of the metro region that includes 24 cities and three counties.

The proposed service area is largely rural, with approximately 80% of its 1,883 square miles occupied at a density of less than 100 persons per square mile. Clackamas County is the third largest county in Oregon, with a population of over 421,401 as of 2020. The other two counties within the metro region include Multnomah County (pop. 795k) and Washington County (pop. 600k). Clackamas County encompasses 1,883 square miles, slightly larger than the state of Rhode Island. According to the U.S. Census, the population is primarily White (non-Hispanic) (79%), followed by two or more races (non-Hispanic) (5.23%), Asian (non-Hispanic) (4.68%), White (Hispanic) (3.43%), or two or more races (Hispanic) (2.94%).

The purpose of the Clackamas County Jail is to promote public safety by holding those arrested in Clackamas County or have Clackamas County warrants in a safe, efficient and effective manner. We do this by providing secure custody and program services for all adult and remanded juvenile offenders confined within the Clackamas County Jail. The Clackamas County Jail strives to keep all citizens of the community safe and positively impact those that have contact with our facility. The current maximum capacity of the jail is 491 adults in custody. Clackamas County became the first jail to receive accreditation by the Oregon State Sheriff's Association (OSSA) in 2023. The National Commission on Correctional Health Care Accreditation and Standards Committee accredited the Jail for complying with NCCHC's Standards for Health Services in Jails. In 2021 (and again in 2024), the National Commission on Correctional Health Care (NCCHC) accredited the Jail's Opioid Treatment Program (OTP). SAMHSA granted NCCHC the authority to accredit OTPs, making it one of only six bodies so authorized and the only one specializing in corrections.

CODA, Inc.

Founded in 1969, CODA, Inc. is one of Oregon's oldest and largest not-for profit substance use treatment providers, boasting the state's most comprehensive integrated substance use disorder treatment programs. CODA has approximately 260 staff across 10 different locations operating dynamic and innovative programs including residential, outpatient, DUII, prenatal care for pregnant women with OUD, and intensive outpatient. Our providers administer an array of medications to treat multiple types of substance disorders including opioids, alcohol, and stimulants. Our services are concentrated within Oregon's three most densely populated counties (Multnomah, Washington, and Clackamas) and extended up to the North Coast of Oregon in 2020.

CODA recognizes that many AIC find themselves without a meaningful plan for re-entering their community upon release from custody. Often times, they immediately return to the community from which they came and risk returning to substance use and related behaviors. For individuals with a

substance use disorder, this can quickly set them up to relapse back into active addiction or illegal behavior. More often than not, they will return to the path that originally resulted in their incarceration. For decades, CODA has been an active collaborator with our public safety and community justice partners across all the counties in which we operate. CODA is the designated treatment provider in multiple specialty courts, has developed specialized community supervision programs, and in many cases reaches directly into jail settings to facilitate safe transitions back into society.

VI. Cost Proposal

We are submitting a budget proposal to reflect the request to fund Personnel, Operational Expenses, and Supplies Expenses.

The proposed Personnel budget includes both medical and administrative staff to support the program's initial design, implementation, and delivery and its ongoing data collection, reporting, and administration. The total FTE is 1.32.

The budget includes direct personnel wages, estimated fringe benefits, programmatic costs to support performance goals, physical materials, indirect costs, and risk allowance estimates.

These initial 4002 funds ensure continuity of operations for the first twelve months of the medication unit while CODA identifies supplemental reimbursement opportunities via Medicaid or other insurance sources. These reimbursements will substantially offset operating expenses in year two and beyond.

Cost calculations and supporting narratives to link the costs with our proposed activities are as follows:

Personnel Costs:

1. **Nurse [0.60 FTE]** to ensure continuous presence of nursing staff for dispensing methadone and daily open/close procedures of Medication Unit.
2. **Licensed Medical Practitioner (LMP) [0.20 FTE]** to ensure in-person safety and satisfy regulatory requirements.
3. **Certified Medical Assistant (CMA) [0.35 FTE]** to support efficiency of medical processes, coordinating with external clinics, initiating electronic health record episode, and managing supporting documentation.
4. **Medical Director [0.02 FTE]** which includes the direct supervision of LMPs, program design, and assurance of regulatory compliance.
5. **Nurse Manager [0.10 FTE]** which includes direct supervision of nurses and CMA, facilitation of monthly trainings/team meetings, controlled substance inventory management, and joint oversight with the Program Director.
6. **Program Director [0.05 FTE]** for program oversight including team supervision, recurring joint meetings, program design, and assurance of regulatory compliance.
7. **Indirect Costs** including program administration and overhead costs ensuring program alignment and integration through support of IT, HR, Quality Assurance, Executive Leadership, and management of medical records and data.
- **5% Risk Allowance** is a contingency estimate to address fluctuating macroeconomic factors such as inflation.

Operational Expenses:

- **OTP Initial Implementation Consultant Fee** totaling \$50,000 which will cover expert project management of implementation, licensure and accreditation application submissions, and controlled substance inventory integration.
- **DEA Registration Fee** totaling \$293
- **Joint Commission Initial Fee** totaling \$9,000

Supplies Expenses:

- **Methadone** liquid medication
- **Daily Dosing Bottles** with caps to secure liquid medication for individual doses
- **Individual Prescription Labels** to identify correct patient and accurate dose on daily dosing bottle



Budget Proposal for Clackamas County Jail Medication Unit

		Year 1
Personnel, Indirect Costs, & Risk Allowance	FTE	
1.32 FTE		
Nurse	0.60	78,035
Licensed Medical Practitioner	0.20	71,086
Certified Medical Assistant	0.35	28,887
Medical Director	0.02	7,987
Nurse Manager	0.10	13,852
Program Director	0.05	7,236
Indirect Costs		78,692
Risk Allowance (5%)		14,289
Total Personnel-Related Expense:	1.32	300,065
Non-Personnel Expenses		
Operational Expenses		59,293
Supplies Expenses		7,000
Total Non-Personnel Expense:		66,293
TOTAL PROGRAM EXPENSE:		366,358



		Budget Year 1
Budget for Clackamas County Jail Medication Unit		12 Months
Personnel		
1. Nurse		
Percent FTE	1.00	0.60
Salary	\$101,608	\$60,965
Taxes & Benefits	\$28,450	\$17,070
Employee 1 Subtotal		\$78,035
2. Licensed Medical Practitioner		
Percent FTE	1.00	0.20
Salary	\$277,680	\$55,536
Taxes & Benefits	\$77,750	\$15,550
Employee 2 Subtotal		\$71,086
3. Certified Medical Assistant		
Percent FTE	1.00	0.35
Salary	\$64,480	\$22,568
Taxes & Benefits	\$18,054	\$6,319
Employee 3 Subtotal		\$28,887
4. Medical Director		
Percent FTE	1.00	0.02
Salary	\$312,000	\$6,240
Taxes & Benefits	\$87,360	\$1,747
Employee 4 Subtotal		\$7,987
5. Nurse Manager		
Percent FTE	1.00	0.10
Salary	\$108,222	\$10,822
Taxes & Benefits	\$30,302	\$3,030
Employee 5 Subtotal		\$13,852
6. Program Director		
Percent FTE	1.00	0.05
Salary	\$113,069	\$5,653
Taxes & Benefits	\$31,659	\$1,583
Employee 6 Subtotal		\$7,236
Personnel Subtotal		\$207,084
Indirect Costs		\$78,692
Risk Allowance (5%)		\$14,289
Operational Expenses		
OTP Initial Implementation Consultant Fee		\$50,000
DEA Registration Fee		\$293
Joint Commission: Initial Fee		\$9,000
Operational Expenses Subtotal		\$59,293
Supplies Expenses		
Methadone		\$6,000
Daily Dosing Bottles/Caps		\$500
Individual Prescription Labels		\$500
Supplies Expenses Subtotal		\$7,000
Personnel-Related Expenses Total		\$300,065
Non-Personnel Expenses Total		\$66,293
Grand Total		\$366,358

EXHIBIT B
QSOBAA

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

Contract #0000001161

This Qualified Service Organization Business Associate Agreement ("Agreement") is entered into by and between **Clackamas County, on behalf of the Jail Division of the Clackamas County Sheriff's Office** ("Covered Entity") and **CODA, Inc.** ("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.

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

Business Associate
CODA, Inc.

Covered Entity
Clackamas County

By: ^{Alison Noice} _____
Signature Authority

By: _____
Chair

Title: ^{Executive Director} _____
~~Executive Director~~

06/16/2025
Date: _____

Date: _____

Exhibit C

BUSINESS ASSOCIATE AND QUALIFIED SERVICE ORGANIZATION AGREEMENT

This Business Associate and Qualified Service Organization Agreement (“**Agreement**”) is between CODA, Inc., an Oregon nonprofit corporation, (“**Covered Entity**”) and Clackamas County, on behalf of the Jail Division of the Clackamas County Sheriff's Office. (“**Business Associate**”) and is effective upon execution of contract #0000001161.

RECITALS

- A. Business Associate provides certain services to Covered Entity (the “Services”) which sometimes may involve the creation, receipt, maintenance, or transmission of Protected Health Information (as defined in Appendix A) and Electronic Protected Health Information, (as defined in Appendix A) (i) used by Business Associate, or (ii) disclosed by Covered Entity (or another business associate of Covered Entity) to Business Associate. Accordingly, the creation, receipt, transmission, or maintenance of Protected Health Information and Electronic Protected Health Information by Business Associate is subject to the Privacy, Security, Breach Notification, and Enforcement rules promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) at 45 C.F.R. Parts 160 and 164 with respect to such Services, and certain patient records and information may be subject to 42 C.F.R. Part 2 (the “Federal Drug and Alcohol Regulations”). This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)) and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)) and qualified service organization assurances required under the Federal Drug and Alcohol Regulations (at 42 C.F.R. 2.11).
- B. This Agreement will govern the terms and conditions under which Business Associate will use and have disclosed to it Protected Health Information and Electronic Protected Health Information on behalf of Covered Entity.

AGREEMENT

SECTION 1. DEFINITIONS

Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement will have the meanings ascribed to them in the attached Appendix A.

SECTION 2. USES AND DISCLOSURES OF PHI

2.1 Permitted Uses and Disclosures.

Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI only as minimally necessary, and to the extent possible only in a Limited Data Set, to perform the functions, activities, or services for, or on behalf of, Covered Entity that are described in the following agreement between the parties: Personal Service Contract #0000001161 (“Service Agreement”) allowing Business Associate to partner with Covered Entity to expand access to evidence-based substance use treatment, specifically methadone, and support re-entry and continuity of care when individuals are in custody of the Clackamas County Jail.

2.2 Other Permitted Uses and Disclosures. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI for the following, but only as is minimally necessary for such uses and disclosures:

- (a) Uses for Management, Administration, and Legal Responsibilities.** Business Associate may use PHI (1) for the proper management and administration of Business Associate, and (2) to carry out the legal responsibilities of Business Associate.
- (b) Disclosures for Management, Administration, and Legal Responsibilities.** Business Associate may disclose PHI (1) for the proper management and administration of Business Associate, and (2) to carry out the legal responsibilities of Business Associate, but only if:

 - (1) the disclosure is Required by Law; or
 - (2) the Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that PHI will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached.
- (c) Data Aggregation.** Business Associate may use PHI to provide data aggregation services relating to the health care operations of the Covered Entity, as requested by Covered Entity and as permitted by the Privacy Rule.
- (d) Reporting of Violations.** Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1) (relating to permissible disclosures by whistleblowers) and Business Associate's ethical obligations, if any, to Covered Entity.
- (e) Legal Process.** If Business Associate receives a subpoena; a civil, criminal, or administrative demand; or other legal process that seeks production of or access to PHI created or received for or from Covered Entity, Business Associate will, unless legally prohibited from doing so, promptly notify Covered Entity of receipt of such legal process, but in no event less than five (5) business days or the day before such process is effective, whichever comes first. Business Associate will respond to such legal process in a manner consistent with its legal obligations and its ethical responsibilities, if any, to Covered Entity.
- (f) Covered Entity.** At the Covered Entity's request, Business Associate will make available to Covered Entity or Covered Entity's designee any of Covered Entity's PHI or PHI related to an agreement identified in Section 2.1 that Business Associate or any of Business Associate's agents or subcontractors possess, in the time, format, and manner specified by the Covered Entity at no additional cost to the Covered Entity.
- (g) Other Business Associates.** Business Associate may disclose PHI to other business associates of Covered Entity identified in writing by Covered Entity, or use PHI from other business associates of Covered Entity identified in writing by Covered Entity, but only in connection with services provided by Business

Associate to Covered Entity under Section 2.1, and only in a manner consistent with the terms of this Agreement and the Privacy Rule.

2.3 Limits on Permitted Uses and Disclosures. Business Associate will limit the use or disclosure of PHI as follows:

- (a) **No Use or Disclosure Unless Permitted.** Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (b) **No Uses and Disclosures that Violate Privacy Rule.** Business Associate will not use or disclose PHI if that use or disclosure would violate the Privacy Rule or the policies and procedures of the Covered Entity, if done by Covered Entity.
- (c) **Reproductive Health Care Protections.** Business Associate shall not use or disclose Protected Health Information (PHI) related to reproductive health care without the Covered Entity's written approval, except as required by federal law.
- (d) **No Marketing.** Business Associate will not use PHI for Business Associate's own marketing purposes.
- (e) **No Sale.** Business Associate will not seek or accept remuneration for disclosing PHI without first obtaining written permission from Covered Entity and an authorization by the subject Individual that specifically authorizes such disclosure and remuneration.
- (f) **Restrictions on PHI to Health Plans.** Business Associate will not release to a health insurer or health plan PHI related to care provided to an Individual solely on a self-paid basis without first confirming with Covered Entity that the Individual has not requested a restriction on disclosure of such PHI.
- (g) **Comply With Additional Restrictions Requested by Individuals.** If a request for (i) restrictions on the use or disclosure of PHI, or (ii) confidential means of communication is made directly to Business Associate by an Individual, Business Associate will forward such request promptly to Covered Entity, but in no event in more than five (5) business days, and will take no direct action on the request. If Covered Entity determines it will agree to such request, then Business Associate will observe such additional restrictions as directed by Covered Entity.

SECTION 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

3.1 Safeguards and Security. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI in any manner, for any purpose, or to any person not permitted under this Agreement. Business Associate agrees that:

- (a) Business Associate will document and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any EPHI in accordance with 45 C.F.R. § 164.308 (relating to administrative safeguards), 164.310 (relating to physical safeguards), and 164.312 (relating to technical safeguards).
- (b) Business Associate will encrypt (as defined in 45 C.F.R. § 164.304) its portable

electronic devices that contain PHI in a manner that is consistent with the “Guidance Specifying the Technologies and Methodologies That Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals” issued by the Department of Health and Human Services, as published in the Federal Register (74 FR 19006) on April 27, 2009, and as such guidance may be amended.

- (c) Business Associate will secure and destroy PHI in compliance with the safe harbors set forth in the “Guidance Specifying the Technologies and Methodologies That Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals” issued by the Department of Health and Human Services, as published in the Federal Register (74 FR 19006) on April 27, 2009, and as such guidance may be amended, and in accordance with 45 C.F.R. Part 170 (relating to health information technology standards, implementation specifications, certification criteria and certification programs for health information technology).
- (d) Business Associate will comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. § 164.316 (relating to policies and procedures and documentation requirements);
- (e) Business Associate shall implement safeguards to ensure that reproductive health care PHI is not disclosed across state lines or to unauthorized parties without explicit patient authorization or Covered Entity approval.
- (f) Business Associate will ensure that any agent, including a subcontractor, to whom it provides PHI agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of such information; and
- (g) Business Associate will report to Covered Entity any attempted or successful Security Incident.

3.2 Agents and Subcontractors. Business Associate agrees to the following:

- (a) Business Associate will require any agent or subcontractor to whom Business Associate provides PHI to agree in writing to the same restrictions and conditions that apply under this Agreement to Business Associate. Business Associate will provide copies of such writing to Covered Entity upon request; and
- (b) Business Associate will implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and will mitigate the effect of any such violation.

3.3 Report Non-permissible Uses or Disclosures. Business Associate will report to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware. Such report must identify:

- (a) the person using or disclosing the PHI;

- (b) the action taken by Business Associate to mitigate any harm actually or potentially resulting from the use or disclosure; and
- (c) the corrective action taken or planned by Business Associate to prevent similar uses or disclosures in the future.
- (d) Business Associate will provide such additional information, and in such format or media, as Covered Entity may reasonably request.

3.4 Notice and Mitigation of Breach. Business Associate agrees:

- (a) to notify Covered Entity of any Breach of Unsecured PHI created or received for or from Covered Entity and of which Business Associate is aware or should be aware, and to provide such notice without unreasonable delay and in no case later than five (5) business days after Business Associate discovers the Breach. Any notification by Business Associate to Covered Entity under this Section 3.4 must identify each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during the Breach, and must include:
 - (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;
 - (3) the steps Individuals should take to protect themselves from potential harm resulting from the Breach; and
 - (4) contact procedures for Individuals to ask questions or learn additional information, which includes a toll-free telephone number, an e-mail address, Web site, or postal address;
- (b) a Breach will be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate (including any person, other than the individual committing the Breach, that is an employee, officer, or other agent of Business Associate) or should reasonably have been known to Business Associate (or the person) to have occurred;
- (c) to establish reasonable systems to detect Breaches of Unsecured PHI and to provide appropriate training to its workforce regarding Business Associate's policies and procedures pertaining to use and disclosure of PHI and detection and reporting of Breaches of Unsecured PHI;
- (d) to mitigate to the extent possible any harm or damages to Covered Entity or any third party resulting from a Breach of Unsecured PHI; and
- (e) to reimburse Covered Entity for the costs associated with the required notification of Individuals whose PHI was subject to a Breach of Unsecured PHI.

3.5 Access. Business Associate agrees:

- (a) to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524 (relating to an Individual's right of access to inspect and obtain a copy of PHI maintained in a Designated Record Set);
- (b) if Business Associate uses or maintains an Electronic Health Record with respect to the EPHI of an Individual, then that the Individual may require that he or she receive such PHI in electronic format and, further, that such PHI be transmitted electronically to the Individual or an entity or person designated by the Individual. Covered Entity will determine whether a request for electronic transmittal is sufficiently clear, conspicuous, and specific, and Business Associate will not electronically transmit EPHI from an Electronic Health Record except as directed by Covered Entity. Business Associate may charge to an Individual only its actual labor costs in producing or transmitting EPHI under this Section 3.5(b);
- (c) if an Individual requests access from Business Associate to PHI created or received for or from Covered Entity under applicable rules of civil procedure or legal process, then Business Associate will immediately provide notice to Covered Entity of such request, and provide such Individual access as is consistent with the law;
- (d) if an Individual directly requests from Business Associate access to PHI created or received for or from Covered Entity that is not subject to discovery or legal process, then Business Associate will forward such request to Covered Entity within five (5) business days of receiving the request and take no direct immediate action on such request. If Covered Entity determines such request is to be granted, then Business Associate will cooperate with Covered Entity to provide, at Covered Entity's direction, PHI to the Individual in order to meet the requirements of 45 C.F.R. § 164.524 (relating to an Individual's right of access to inspect and obtain a copy of PHI maintained in a Designated Record Set). Denials of access to PHI as requested by an Individual are solely the responsibility of Covered Entity.

3.6 Amendment of PHI. Business Associate agrees:

- (a) if Covered Entity requests that Business Associate make any amendment(s) to PHI in a Designated Record Set, then Business Associate will incorporate such amendment(s) in the PHI as Covered Entity directs or agrees to make pursuant to 45 C.F.R. § 164.526 (relating to an Individual's right to amend the PHI or record about the Individual in a Designated Record Set); and
- (b) if an Individual directly requests Business Associate to amend PHI in a Designated Record Set, then Business Associate will forward such request to Covered Entity within five (5) business days of receiving the request and take no direct action on the request. If Covered Entity determines such request is to be granted, then Business Associate will cooperate with Covered Entity to amend, at Covered Entity's direction, PHI in order to meet the requirements of 45 C.F.R. § 164.526 (relating to an Individual's right to amend the PHI or record about the

Individual in a Designated Record Set). Denials of requests for amendment of PHI as requested by an Individual are solely the responsibility of Covered Entity.

3.7 Accounting of Disclosures. Business Associate agrees:

- (a) to document all disclosures of PHI and information related to such disclosures as are required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 (relating to an Individual's right to receive an accounting of disclosures of PHI in the six (6) years prior to the date on which the accounting is requested);
- (b) to make available to Covered Entity within five (5) business days of a request by Covered Entity information collected in accordance with this Section 3.7, so as to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 (relating to an Individual's right to receive an accounting of disclosures of PHI in the six years prior to the date on which the accounting is requested) and HITECH § 13405(c) (relating to an Individual's right to receive an accounting of disclosures through an Electronic Health Record in the three (3) years prior to the date on which the accounting is requested);
- (c) Business Associate will provide Covered Entity, in accordance with this Section 3.7, with the following information:
 - (1) the date of disclosure;
 - (2) the name of the entity or person who received the PHI, and if known, the address of such entity or person;
 - (3) a brief description of the PHI disclosed; and
 - (4) one of the following, as applicable: (i) a brief statement of the purpose of such disclosure that includes an explanation that reasonably informs the Individual of the basis for such disclosure, or in lieu of such statement, (ii) a copy of a written request from the Secretary of Health and Human Services to investigate or determine compliance with HIPAA; or (iii) a copy of the Individual's request for an accounting; and
- (d) If a request for accounting is made directly to Business Associate by an Individual, Business Associate will forward such request to Covered Entity within five (5) business days of receiving the request and will take no direct action on the request. If Covered Entity determines to provide an accounting to the Individual, then Business Associate will make available to Covered Entity the information collected pursuant to this Section 3.7.
- (e) Upon termination of this Agreement or any related agreement specified in Section 2.1 for any reason, Business Associate will provide Covered Entity with a complete accounting of disclosures of PHI in the six (6) years prior to the date this Agreement or any related agreement in Section 2.1 is terminated and in accordance with this Section 3.7.

3.8 Records Available. Business Associate will make its internal practices, books, and records relating to the use and disclosure of PHI, including Business Associate's policies and procedures, available to Covered Entity and the Secretary of the Department of Health and Human Services for purposes of determining compliance with the requirements of HIPAA, HITECH, and their associated regulations. Business Associate agrees:

- (a) if the Secretary requests Business Associate to make available its books, records, and documents relating to Covered Entity's compliance with HIPAA, HITECH, and their associated regulations, then Business Associate will, to the extent not prohibited by law, notify Covered Entity of such request within five (5) business days to enable Covered Entity to assert any interest it may have in protecting such information from disclosure to the Secretary;
- (b) to notify Covered Entity within five (5) business days that the Secretary has notified Business Associate that the Secretary seeks access to Business Associate's internal practices, books, and records; and
- (c) That this Section 3.8 will not apply in the event that a court of competent jurisdiction determines, in response to a challenge raised by Covered Entity, that the Privacy Rule provision requiring the inclusion of this provision in the Terms and Conditions is unenforceable, invalid, or otherwise inapplicable: (i) to the relationship between Covered Entity and Business Associate, or (ii) with respect to the action that the Secretary may request of Covered Entity or Business Associate regarding Business Associate's internal practices, books, and records relating to the use and disclosure of PHI. No attorney-client, accountant-client, or other legal privilege or the work-product doctrine may be deemed waived by Covered Entity or by Business Associate by virtue of Business Associate's compliance with this Section 3.8.

3.9 Compliance with Covered Entity's Obligations. If Business Associate carries out any of Covered Entity's obligations under the Privacy Rule, then Business Associate will comply with the requirements applicable to those obligations.

3.10 Audits, Inspection, and Enforcement. Within ten (10) business days of a written request by Covered Entity, Business Associate and its agents or subcontractors will allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies, and procedures relating to the use or disclosure of PHI for the purpose of determining whether Business Associate has complied with this Agreement. The parties agree:

- (a) that Business Associate and Covered Entity will mutually agree in advance upon the scope, timing, and location of such an inspection;
- (b) that Covered Entity will protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection;
- (c) that Covered Entity will execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate;
- (d) that Covered Entity right to inspect, inspection, or failure to inspect Business Associate's facilities, systems, books, records, agreements, policies, and procedures does not relieve Business Associate of its responsibility to comply

with this Agreement, nor does Covered Entity's failure to detect or detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement; and

- (e) that Business Associate will notify Covered Entity within five (5) business days of learning that Business Associate has become the subject of an audit, compliance review, or compliant investigation by the Office for Civil Rights.

- 3.11 Standard Transactions.** To the extent Business Associate conducts any Standard Transaction for or on behalf of Covered Entity, Business Associate will comply, and will require any subcontractor or agent conducting such standard transactions to comply, with 45 C.F.R. Part 162.
- 3.12 Assistance in Litigation or Administrative Proceedings.** Business Associate agrees to make itself, and any subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under this Agreement and any related agreement listed in Section 2.1 available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers, or employees based on a claimed violation of HIPAA, HITECH, and their associated regulations arising out of the performance of the Services Agreement between the parties, except where Business Associate or its subcontractor, employee, or agent is named an adverse party.
- 3.13 Business Associate Costs.** Except as otherwise provided in this Agreement, Business Associate agrees to pay the reasonable costs of producing or copying documents or records as called for by this Agreement.
- 3.14 Failure to Perform Obligations.** If Business Associate fails to perform a material obligation under this Agreement, Covered Entity may, in addition to any other remedies, at its option:
- (a) require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity, in its sole discretion, determines necessary to maintain compliance with this Agreement and applicable law. Such plan will be incorporated into this Agreement by amendment;
 - (b) require Business Associate to mitigate any loss occasioned by the unauthorized disclosure or use of PHI, and
 - (c) Immediately discontinue providing PHI to Business Associate with written notice to Business Associate.
- 3.15 Covered Entity's Right of Cure.** At the expense of Business Associate, Covered Entity will have the right to cure any breach of Business Associate's obligations under this Agreement. Covered Entity will give Business Associate notice of its election to cure any such breach and Business Associate will cooperate fully in the efforts by Covered Entity to cure Business Associate's breach. All requests for payment for such services of Covered Entity will be paid within thirty (30) business days.
- 3.16 Remedies in Event of Breach.** Business Associate recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants

and assurances contained in this Agreement. As such, in the event of a material breach of this Agreement, Covered Entity will be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. The remedies contained in this Section 3.16 are in addition to any action for damages and any other remedy Covered Entity may have for Breach of any part of this Agreement. No bond or other undertaking may be required of Covered Entity in the event it seeks and obtains injunctive relief.

SECTION 4. QUALIFIED SERVICES ORGANIZATION AGREEMENT

4.1 Compliance with Federal Drug and Alcohol Regulations. Business Associate acknowledges that it may receive records and information from Covered Entity or Covered Entity's patients ("Part 2 Records") that will be subject to Federal Drug and Alcohol Regulations, and that such Part 2 Records are needed by the Business Associate to provide services to the Covered Entity as described in the Service Agreement. Covered Entity and Business Associate hereby acknowledge that Business Associate and its agents and employees have, as applicable, complied, and will comply, with the Federal Drug and Alcohol Regulations.

4.2 Confidentiality of Substance Use Disorder Records. Business Associate acknowledges that if Business Associate receives, processes, reviews, or otherwise deals with any Part 2 Records during the course of the services Business Associate, and its employees and subcontractors, will be providing to Covered Entity, then the Business Associate, and each and every one of said employees and subcontractors, will be fully bound by the Federal Drug and Alcohol Regulations.

4.3 Maintenance of Covered Records. Each of Business Associate's employees and subcontractors will maintain Covered Entity's patient identifying information in accordance with federal and state confidentiality rules governing drug and alcohol treatment records.

4.4 Limitations on Disclosure and Use. Without limiting the foregoing, each of Business Associate's employees and subcontractors will comply, as applicable, with the limitations on disclosure, re-disclosure and use set forth in 42 CFR Ch. 1, Part 2, §§2.16 and 2.53.

4.5 Disclosures to Contractors, Subcontractors or Agents. Business Associate will not disclose Part 2 Records to Business Associate's contractors, subcontractors or agents without Covered Entity's consent, and only after such contractors, subcontractors or agents have entered into a contract with the Business Associate to help the Business Associate provide services to Covered Entity can the Business Associate disclose Part 2 Records with such contractors, subcontractors or agents. Business Associate will ensure that its contractor, subcontractor or agents that receive Part 2 Records will not further disclose the Part 2 records to any person or entity other than the Business Associate or the Covered Entity.

4.6 Policies and Procedures. Business Associate agrees to establish and maintain formal policies and procedures for the security of both paper and electronic Part 2 Records covered by Federal Drug and Alcohol Regulations that Covered Entity sends to them.

4.7 Resist Efforts for Obtaining Information. If necessary, Business Associate, and Business Associate's employees and subcontractors, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment or referral for treatment except as permitted by the Federal Drug and Alcohol Regulations

SECTION 5. TERM AND TERMINATION

5.1 Term. The parties agree that:

(a) This Agreement is effective on the date set forth in the first paragraph of this

Business Associate Agreement

Agreement. Termination of any other agreement between the parties that is specified in Section 2.1 of this Agreement also will terminate this Agreement except as otherwise provided. This Agreement will terminate (i) upon the agreement of the parties, or (ii) on the date that Covered Entity ceases to utilize the services of Business Associate to perform the functions, activities, or services that are described in Section 2.1 for, or on behalf of, Covered Entity.

- (b) Notwithstanding Section 4.1(a), this Agreement may terminate only when all of the PHI created or received for or from Covered Entity by Business Associate is destroyed or returned to Covered Entity, or, as to such PHI retained by Business Associate, for so long as it is maintained in accordance with the termination provisions in Section 4.4(b).

5.2 Termination for Cause. If either party knows of a pattern or practice of the other party that constitutes a material breach of this Agreement, then the non-breaching party will provide written notice of the breach that specifies the nature of the breach. The non-breaching party may terminate the Agreement and any related agreement specified in Section 2.1 or, if termination is not feasible, report the pattern or practice to the Department of Human Services, Office for Civil Rights. Notwithstanding the foregoing, Covered Entity may immediately terminate this Agreement and any related agreement specified in Section 2.1 upon the material breach by Business Associate.

5.3 Judicial or Administrative Proceedings. Covered Entity may terminate this Agreement and any related agreement specified in Section 2.1, if:

- (a) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, HITECH, or other security or privacy laws, or
- (b) a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

5.4 Effect of Termination.

- (a) **Return or Destruction of PHI.** Except as provided in Section 4.4(c), upon termination of this Agreement or any related agreement specified in Section 2.1 for any reason, Business Associate may not retain and must return or destroy all PHI created or received for or from Covered Entity. This provision applies to PHI in the possession of subcontractors or agents of Business Associate, consistent with Section 3.2 of this Agreement. Within thirty (30) business days of termination of this Agreement or any related agreement specified in Section 2.1, Business Associate will deliver a certificate to Covered Entity, stating that Business Associate has complied with this Section 4.4(a) and returned or destroyed all PHI created or received for or from Covered Entity. If Business Associate has not delivered this certificate within thirty (30) business days of termination of this Agreement or any related agreement specified in Section 2.1, then Covered Entity may, at Covered Entity's sole discretion, assess Business Associate a fine of up to one thousand dollars (\$1,000) per day that the certificate is late. Business Associate acknowledges that the remedies available at law for any breach of this Section 4.4(a) by Business Associate will, by their nature, be inadequate. Accordingly, Covered Entity may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of this Section 4.4(a) or to specifically enforce this Section 4.4(a), without proving that

any monetary damages have been sustained.

(b) Accounting of Disclosures. Upon termination of this Agreement or any related agreement specified in Section 2.1 for any reason, Business Associate will provide Covered Entity with a complete accounting of disclosures as required under Section 3.7(e) of this Agreement.

(c) Maintenance of PHI. If the return or destruction of any PHI created or received for or from Covered Entity is not feasible, then Business Associate will provide to Covered Entity notification of the conditions that make return or destruction not feasible. Upon determination by Covered Entity at Covered Entity's sole discretion that return or destruction of PHI is not feasible, Business Associate will 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 not feasible for so long as Business Associate or any subcontractor or agent of Business Associate maintains such PHI. Business Associate will return to or destroy for Covered Entity any PHI retained pursuant to this Section 4.4(c) as soon as it is feasible and in accordance with Section 4.4(a). The obligations of this Section 4.4(c) survive termination of this Agreement and any other agreement specified in Section 2.1 of this Agreement.

(d) Transition Assistance. Following the termination of this Agreement and any related agreement specified in Section 2.1 for any reason, Business Associate agrees to provide transition services for the benefit of Covered Entity, including the continued provision of its services required under any related agreement listed in Section 2.1 until notified by the Covered Entity that an alternative provider of services is able to take over the provision of such services and the transfer of the PHI and other data held by the Business Associate related to its services under this Agreement and any related agreement specified in Section 2.1, provided that Business Associate shall invoice for such services and Covered Entity shall continue to pay for such services as invoiced.

SECTION 6. GENERAL

6.1 Indemnification. Each Party agrees that it will indemnify and hold the other Party and such other Party's employees, workforce members, directors, officers, and agents harmless from and against any claim, cause of action, judgment, fine, assessment, penalty, award, liability, damage, cost or expense, including reasonable attorney's fees and court or proceeding costs, expert witness fees, costs of investigation, or costs of dispute resolution arising out of the indemnifying Party's non-permitted use or disclosure of PHI or other breach of this Agreement. Each Party also agrees that it will indemnify and hold the other Party harmless from any liability for damages or injury against such other Party that are caused by or the direct result of negligent acts or omissions by the indemnifying Party in the performance of the indemnifying Party's duties and obligations under HIPAA, HITECH, 42 C.F.R. Part 2, or other federal or state privacy law, together with all costs and expenses, including reasonable attorneys' fees. Any obligation of the Business Associate to indemnify, hold harmless and defend Covered Entity, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300). This Section 5.1 will survive termination of this Agreement and any related agreement specified in Section 2.1.

Insurance. During the term of this Agreement and any related agreement specified in Section 2.1, Business Associate will obtain and maintain cyber security and privacy or other liability insurance to cover expenses (including but not limited to Breach of Unsecured PHI notification expenses, fraud alert expenses, mitigation of damages expenses, consultant fees, investigation and litigation costs,

and legal costs) associated with a Breach of Unsecured PHI and other HIPAA, HITECH, 42 C.F.R. Part 2, or state law privacy or security breaches or violations (e.g. ORS 646A.600 et seq.). Such insurance will be in an amount of not less than \$2,000,000 per claim. If such insurance is in the form of claims-made coverage, then Business Associate agrees to purchase tail coverage or extending reporting of at least one year in the event the claims-made coverage currently in force expires or is cancelled. Business Associate will provide Covered Entity with a copy of a certificate evidencing the policy upon execution of this Agreement.

6.2 Overseas Data and Cloud Computing. Business Associate will not create, receive, maintain, transmit, use, disclose, access, store, or otherwise outsource PHI physically outside of the United States of America. Business Associate will not use or disclose, transfer, maintain, store, or utilize in any way in cloud computing models when handling PHI, without executing with the cloud vendor a Business Associate Agreement and otherwise complying with the requirements set forth in Section 3.2 of this Agreement.

6.3 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, HITECH, or 42 C.F.R. Part 2 will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

6.4 Ownership. Business Associate acknowledges and agrees that, except as expressly provided in the underlying Services Agreement, Business Associate has no right, title, or interest in PHI created or received for or from Covered Entity, or to any aggregation, compilation, or work derived, in whole or part, from that PHI.

6.5 Representation and Warranty. Business Associate represents and warrants that Business Associate is and will remain in compliance with the regulatory requirements of this Agreement and any related agreement specified in Section 2.1, the Privacy Rule, the Security Rule, and the Breach Notification Rule during the term of this Agreement and any related agreement specified in Section 2.1.

6.6 No Assignment. Neither party may assign or delegate any of the party's rights or obligations under this Agreement to any person without the prior written consent of the other party, which the other party may withhold in the other party's sole discretion.

6.7 Amendment. Covered Entity may amend this Agreement by providing ten (10) business days prior written notice to Business Associate in order to comply with the requirements of HIPAA, HITECH, 42 C.F.R. Part 2, or other federal or state privacy law. Such amendment will be binding on Business Associate at the end of the ten (10)-day period and will not require the consent of Business Associate. The parties may otherwise amend this Agreement only by mutual written agreement.

6.8 Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

6.9 Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

6.10 Further Assurances. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.

6.11 Entire Agreement. This Agreement and any other agreement specified in Section 2.1 of this Agreement contains the entire understanding of the parties regarding the subject matter of this

Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

6.12 Construction. This Agreement controls in case of a conflict between this Agreement and any other agreement that may be specified in Section 2.1 of this Agreement. Any ambiguity in this Agreement, or as between this Agreement and any other agreement specified in Section 2.1, is to be resolved in favor of a meaning that complies and is consistent with applicable law protecting the privacy, security, and confidentiality of PHI, including, but not limited to, 42 C.F.R. Part 2; and HIPAA HITECH, and their associated regulations.

6.13 No Third-Party Beneficiary. Business Associate enters into this Agreement for the sole purpose of carrying out the duties specified in Section 2.1 of this Agreement in compliance with the requirements of 42 C.F.R. Part 2; and HIPAA, HITECH, and their associated regulations. Covered Entity enters into this Agreement for the sole purpose of compliance with the requirements of 42 C.F.R. Part 2; and HIPAA, HITECH, and their associated regulations. Business Associate and Covered Entity do not intend by this Agreement or any other agreement specified in Section 2.1 to benefit any third party, including without limitation any Individual who is a subject of PHI governed by this Agreement.

6.14 Notices. All notices or other communications required or permitted by this Agreement: (a) must be in writing, (b) must be delivered to the parties at the parties' address show below, or any other address that a party may designate by notice to the other party, and (c) are considered delivered upon actual receipt if delivered personally, by facsimile (as evidenced by confirmation of successful transmission), or by a nationally recognized overnight delivery service; or at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested. The parties' addresses are:

Covered Entity

Name & Address for Notices:

CODA, Inc.

Business Associate

Name & Address for Notices:

Clackamas County

1027 E Burnside St.
Portland, OR 97214

Fax for Notices:
503-239-8407

Fax for Notices:

6.15 Signatures. This Agreement may be signed in counterparts. Delivery of an executed signature page of this Agreement by fax or by electronic transmission of a PDF file will be effective as delivery of a manually executed counterpart of this Agreement. At the request of a party, each other party will confirm a fax or PDF transmitted signature page by delivering an original signature page to the requesting party.

6.16 No Agency Relationship. This Agreement does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties. Business Associate does not have the authority to bind Covered Entity or represent to any person that Business Associate is an agent of Covered Entity.

6.17 Remedies. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6.18 Reserved.

6.19 Reserved.

6.20 Governing Law. This Agreement is governed by the laws of the State of Oregon without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

6.21 Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

[Signature Page Follows]

The terms of this Agreement are agreed to by the parties:

Covered Entity:

CODA, Inc.

Alison Noice

Business Associate:

Clackamas County

By: Alison Noice

Its: Executive Director

By: _____

Its: _____

APPENDIX A

Definitions

Capitalized terms not otherwise defined in this Agreement have the same meaning given to those terms by the Privacy, Security, or Breach Notification Rules, or guidance issued by the Secretary or the Office of Civil Rights, Department of Health and Human Services. A reference in this Agreement to a section in a regulation means the section as in effect or as amended from time to time. Parenthetical descriptions used in this Agreement to describe the meaning of a cross-referenced regulatory definition are used only for the reader's convenience, and are not intended to limit, expand, or change the meaning of a cross-referenced regulatory provision.

Breach. "Breach" has the same meaning as that term is defined under § 13400 of HITECH (referring to the unauthorized acquisition, access, use, or disclosure of PHI which compromises the security or privacy of such information).

Breach Notification Rule. "Breach Notification Rule" means the standards and implementation specifications set forth in 45 C.F.R. Part 164, Subpart D.

Designated Record Set. "Designated Record Set" has the same meaning as that term is defined in 45 C.F.R. § 164.501 (referring to PHI used in making decisions regarding an Individual).

Electronic Health Record. "Electronic Health Record" has the same meaning as the term is defined under § 13400 of HITECH (referring to an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff).

Electronic Protected Health Information ("EPHI"). "Electronic Protected Health Information" has the same meaning as that term is defined in 45 C.F.R. § 160.103 (referring to individually identifiable health information that is transmitted or maintained by or in electronic media).

Individual. "Individual" has the same meaning as "Individual" in 45 C.F.R. § 160.103 (referring to the person who is the subject of PHI).

Limited Data Set. "Limited Data Set" has the same meaning as that term is defined at 45 C.F.R. § 164.514(e)(2) (referring to PHI from which certain specified direct identifiers of individuals and their relatives, household members, and employers have been removed).

Privacy Rule. "Privacy Rule" means the standards and implementation specifications contained in the regulations implementing the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the privacy provisions and the regulations implementing the Health Information and Technology for Economic and Clinical Health Act ("HITECH"), and the guidance issued by the Office of the Secretary, Department of Health and Human Services related to HIPAA and HITECH. The privacy regulations under HIPAA include those regulations located at 45 C.F.R. Part 160, Part 162, and Part 164.

Protected Health Information ("PHI"). "Protected Health Information" has the same meaning given to that term in the Privacy Rule and refers to any individually identifiable health information that Business Associate receives from Covered Entity or that Business Associate creates or receives on behalf of Covered Entity for the purpose of performing the described services under Section 2.1 of this Agreement.

Required by Law. “Required by Law” has the same meaning given to that term in 45 C.F.R. § 164.103 (referring to a mandate contained in law that compels an entity to make a use or disclosure of PHI and that is enforceable in a court of law).

Security Incident. “Security Incident” has the same meaning given to that term in 45 C.F.R. § 164.304 (referring to the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system).

Security Rule. “Security Rule” means the Security Standards at 45 C.F.R. Part 160; 45 C.F.R. Part 162, Subpart A; and 45 C.F.R. Part 164, Subparts (A) and (C); the security provisions of HITECH; and the regulations and guidance promulgated thereunder.

Standard Transaction. “Standard Transaction” has the same meaning given to that term in 45 C.F.R. § 162.103 (referring to a transaction that complies with an applicable standard and associated operating rules adopted under 45 C.F.R. Part 162).

Unsecured PHI. “Unsecured PHI” has the same meaning as given to that term in 45 C.F.R. § 164.402 (referring to PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under § 13402(h)(2) of Public Law 111-5 on the HHS Web site).

Clackamas County Agreement # 01161 CODA






Final update

Final Audit Report

2025-06-16

Created:	2025-06-16
By:	Bobbi McConnell (bobbimcconnell@codainc.org)
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