



Alice Perry
INTERIM DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

December 18, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Clarvida for Short-Term Residential Placements. Agreement Value is \$1,792,515 for 5 years. Funding is through Oregon Department of Human Services, Oregon Health Authority and approximately \$663,230 of budgeted General Funds.

Previous Board Action/Review	This is a new contract.		
Performance Clackamas	1. Provide intervention, accountability, compliance monitoring, and support services to youth referred to the Department so they can understand the impact of their actions, repair harm, successfully complete court supervision, and stop committing offenses. 2. Safe, Secure, and Livable Communities.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Tiffany West	Contact Phone	503-650-3162

EXECUTIVE SUMMARY: Clackamas County Juvenile Department (CCJD) is requesting approval to contract with Maple Star Oregon, Inc. dba Clarvida to provide Basic Residential Rehabilitation Services (BRS) at the Shelter (Proctor Care Model), level for youth referred by the Clackamas County Juvenile Department (CCJD).

This contract is for up to three Short Term Residential Placement (STRP) beds per day on a fee for service basis at current BRS rates. In the FY25-26 budget, the STRP beds are paid for with a combination of General Fund (estimated 37%) and State funding (estimated 63%).

RECOMMENDATION: Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

Alice Perry, Interim Juvenile Director
Juvenile Department

For Filing Use Only



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001456**

This Personal Services Contract (this "Contract") is entered into between Maple Star Oregon, Inc. doing business as Clarvida ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Juvenile Department.

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 June 30, 2030.
- 2. Scope of Work.** Contractor shall provide the following personal services: Shelter (Proctor Care Model) services for youth referred by the County ("Work"), as described in RFP 2025-10 the negotiated scope of which is attached hereto as **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, annually a sum not to exceed the amount of three (3) Behavioral Residential Services ("BRS") beds per day annually, for a total Contract value not to exceed **One Million Seven Hundred Ninety-Two Thousand Five Hundred Fifteen Dollars (\$1,792,515)** for accomplishing the Work required by this Contract. Consideration rates are on a reimbursement basis in accordance with the 2025 State of Oregon Basic Residential, Rehabilitation Services, and Assessment and Evaluation Residential rate as established by OAR 416-335-0090(5) - Exhibit 1, attached hereto as **Exhibit B**.
- 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: Twist2@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 Contract Administrator: Michelle Ottaviano Phone: (503) 290-1900 Email: Michelle.Ottaviano@clarvida.com	County Contract Administrator: Tracey Freeman Phone: 503-650-3156 Email: Tfreeman@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.

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.

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. Release of Data. Contractor shall not disclose any data gathered in performance of this Contract that includes population, statistics, outcomes or results without the County's prior review and express prior written approval. Contractor shall not alter, omit, or otherwise change County-approved data. The provisions of this section does not restrict the County from disclosing data gathered in performance of this Contract to the extent required by any law or regulation including, but not limited to, the Oregon Public Records law. The provisions of this section does not restrict County from disclosing data gathered in performance of this Contract to another person or organization for use in research, program performance reporting, training or educational purposes so long as the disclosure is permitted by applicable law and does not include any personally identifiable information (including but not limited to a party's name, address, financial information, birthdates or social security numbers.) Nothing herein shall be construed as permitting disclosure of any data protected under applicable law.

31. Advertising. Contractor shall not publish, or cause to have published, or make public use of the County's name, logos, trademarks, or any information about its relationship with the County without prior written permission from the County for each individual instance, which permission may be withheld at the County's sole discretion.

32. Reserved.

33. HIPAA Compliance. Contractor shall comply with the Health Insurance Portability and Accountability[NA1] Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"). Contractor shall further execute the Qualified Service Organization Business Associate Agreement attached hereto as Exhibit J and incorporated by this reference herein

34. Abuse Reporting. Contractor shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 407-045-0250 through 407-45-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

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

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

Maple Star Oregon, Inc. dba Clarvida

Clackamas County

**Michelle
Ottaviano**

Digitally signed by Michelle Ottaviano
DN: cn=Maple Star Oregon DBA Clarvida, cn=Michelle Ottaviano, E=Michelle.Ottaviano@Clarvida.com
Reason: I am the author of this document
Location:
Date: 2025.11.24 12:29:34-0800
Foxit PDF Editor Version: 13.1.2

Authorized Signature

Date

Chair

Date

Michelle Ottaviano, Regional

Name / Title (Printed)

Name: _____

643581-88
Oregon Business Registry #

DNP/OR
Entity Type / State of Formation

Approved for Legal Sufficiency:

**Amanda
Keller**

Digitally signed by
Amanda Keller
Date: 2025.12.08
17:03:07 -08'00'

County Counsel

Date

EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK

Clarvida shall provide Short-Term Residential Placement (STRP) services (“Work”) as detailed below.

Work under this Contract includes providing services to people determined by and represented as such by the Clackamas County Juvenile Department (CCJD) and who are associated with CCJD (“Youth”).

STATEMENT OF WORK:

Clarvida shall provide (ensure the availability) of Short-Term Residential Placement (STRP) services within 70 miles of the Clackamas County Juvenile Department for youth involved with the Clackamas County Juvenile Department. Clarvida shall provide stabilization and assessment of youth, their families, and provide recommendations relative to placement following STRP. These services will also be made available to an identified populations of both eligible and ineligible Behavioral Residential Services (“BRS”) youth and undocumented youth. Clarvida will provide a safe, structured and supervised environment, exercise a fair and consistent application of boundaries/limits to the youth’s conduct and behavior coupled with predictable rewards for positive behaviors and reasonable consequences for rule violations. Additionally, they must be able to provide and support an environment that offers supportive and nurturing relationships as well as being culturally, gender, and sexual orientation responsive to the youth and families’ needs. Clarvida STRP services will be licensed by the Oregon Department of Human Services Children’s Care Licensing Program (CCLP). CCLP licenses and regulates child caring agencies in Oregon. Contracted provide(s) will provide stabilization and assessment of youth.

PLACEMENT PROCESS: Clarvida shall accept placement of Youth referred to Contracted provider by CCJD (“Referred Youth”). Contracted provider may, at its discretion, decline to accept for placement for a Referred Youth based upon a mutually-agreed upon set of criteria. Contracted provider shall only accept placement of Youth according to a written process, including County staff with authority to make placement, as provided by County, and as mutually agreeable by County and Clarvida.

OVERALL PROGRAM GOAL: To utilize the principals of family engagement that are aligned with the Developmental Approach¹ to determine the needs of, and stabilize the behaviors of moderate to severely acting out youth by providing BRS qualifying Short-Term Residential Placement (STRP), case management, assessment, and recommendations in an out of home placement of up to ninety (90) days with the goal of family reunification and/or community re-entry. Services provided to the youth and families will be voluntary and in the least restrictive level for youth referred by the Clackamas County Juvenile Department. While in STRP, additional programmatic goals include youth attending all court hearings and CCJD appointments, as well as youth not committing new crimes. Provider(s) must demonstrate flexibility to screen youth for STRP at locations/times that are convenient for the family, (e.g. community, home, CCJD, educational institutions, video/virtually), thus considering and reducing barriers that may limit the opportunity for the family to be involved in the services provided to the youth and engage with the youth while the youth is in STRP.

¹ *Reforming Juvenile Justice: A Development Approach*, [http://www.njjn.org/uploads/digital-library/Reforming JuvJustice NationalAcademySciences.pdf](http://www.njjn.org/uploads/digital-library/Reforming%20JuvJustice%20NationalAcademySciences.pdf)

TARGET POPULATION: Youth needs treatment and services to meet their individualized needs that cannot be met in their current home placement. Youth shall be screened for placement into shelter services by CCJD staff to determine placement suitability based on eligibility criteria that is agreed upon by CCJD and provider(s). Pre- and post-adjudicated youth in need of STRP placement shall exhibit one or more of the following characteristics:

1. Awaiting a preliminary court hearing whereby community-based placement is needed as an alternative to detention
2. Awaiting community-based placement or involved in an outpatient mental health and/or alcohol and drug treatment program whereby community-based placement is used as a support and reinforcement to treatment services
3. Completing a community-based treatment program whereby services are needed as a transitional alternative before returning home
4. Youth whose behavior and actions are escalating whereby community-based services are needed to de-escalate and stabilize behavior and strengthen individual and family relationships

SERVICE COMPONENTS: All service components will be compliant with current State of Oregon BRS rules and guidelines for the Assessment and Evaluation level of BRS services relative to programming, living environment, physical care, hygiene, and educational opportunities. Clarvida must be enrolled, prior or by time of the Contract Effective Date, as a Medicaid Contractor for BRS type 06 through Oregon Health Authority (OHA) Contractor Enrollment Unit. Additionally, the Clarvida will be able to follow OHA's Health Systems Division: Medical Assistance Program general Medicaid rules. Clarvida must be prepared to transport and to meet any medical or psychiatric emergency. Specific service components, along with the target populations to be served, are listed below, but not limited to, the following:

1. STABILIZATION OF YOUTH'S BEHAVIOR: Stabilize the behaviors of moderate to severely acting out youth with the goal of family reunification and/or community re-entry in the most developmentally appropriate, least restrictive, and most cost-effective level of care while developing family and community supports. Assess the needs of the youth and family and provide recommendations for services that contribute to the successful return of the youth to the community or other appropriate placement. Determine community supports or collaborations with community partners such as schools and treatment resources that could support youth's return home. Gather history of services or placements attempted with youth and family.

Specific service components: (Must meet all BRS service components, including but not limited to, the following services, depending on individual youth needs)

- a. Cognitive, behavioral, and social assessment
- b. Individual and group counseling and/or skill building
- c. Skills training contributing to emotional and behavioral regulation
- d. Family engagement and/or support
- e. Court transportation to and from
- f. Community inclusion
- g. Crisis or planned respite
- h. 24/7 staffing
- i. Interpreter services
- j. Educational Support

k. Mental Health Coordination

- l. Written service planning, pursuant to BRS rules, at the youth's initial intake, and at 45 and 90 day reviews

The maximum stay shall not exceed 90 days, unless otherwise specified in writing by a CCJD contract administrator.

2. ASSESSMENT OF YOUTH: Delivery of assessment, and rehabilitative services to youth with emotional and behavioral disorders. Services may be provided in the physical location of the placements, in an outpatient clinic setting, in the home and/or community. Focus of services is on improving family and youth functions and reducing the impact of the emotional or behavioral disorder on daily life.

Outpatient services are provided on a short-term basis to address behaviors, achieve stabilization and immediate problem resolution. Mental health evaluations will be completed as needed and billed appropriately to aid the CCJD counselor in determination of need for further out of home placement or creation of service delivery plan upon return to the family home.

Specific service components: (Must meet all BRS service components, including but not limited to, the following services, depending on individual youth needs)

- a. Provide a written assessment of youth and family needs
- b. Assess/Provide or coordinate treatment services for alcohol and other drug dependence
- c. Assess as needed and/or provide or coordinate psychiatric consultation/evaluation
- d. Provide a trauma informed environment
- e. Medication management
- f. Case management, including integration and coordination of services
- g. Provide a written Master Service plan within 45 days of intake
- h. Educational enrollment and/or vocational opportunities
- i. Identify a family liaison to communicate/coordinate intervention planning
- j. Provide recreation opportunities and access to prosocial activities
- k. Provide hygienic conditions
 - l. Provide nutritious, culturally appropriate and ample meals
- m. Provide a de-institutionalized, homelike environment
- n. Provide opportunity and transportation for community service/restitution earning opportunity
- o. All youth will receive the service menu identified by the state of Oregon for BRS assessment and evaluation level services within required timelines
- p. Include parents and/or guardians in the development of the Initial and Master Service Plans, absent compelling circumstances documented and approved in advance by CCJD management

3. PREPARATION OF YOUTH FOR TRANSITION TO THEIR NEXT LIVING ENVIRONMENT: Determine, establish and provide a written transition plan that addresses youth's needs and provide recommendations for the youth's return home or to a higher level of care. This plan will be developed and incorporated into the BRS required Master Service Plan and Discharge Summary at the conclusion of a youth's placement in STRP.

Specific service components: (Must meet all BRS service components, including but not limited to, the following services, depending on individual youth needs)

- a. Case Management
- b. Competency and interpersonal skill development
- c. Life skill development
- d. Provide an aftercare/transition plan at least 30 days prior or as close as possible to discharge
- e. Provide a written discharge summary within 15 business days of discharge. (Including community-based services, education and support plan)
- f. Family engagement focused on increasing communication and strengthening relationships that contribute to the reunification of the youth with their family
- g. Facilitate integration and coordination with schools and mental health services
- h. Assist youth in developing a plan for establishing community connections/engagement upon their return home

4. TARGETED NEEDS WITHIN CERTAIN YOUTH POPULATIONS: Provide STRP to youth in need of placement, individualized treatment and rehabilitation services.

Specific service components: (Must meet all BRS service components, including but not limited to, the following services, depending on individual youth needs)

- a. Participate in the development and implementation of safety plans to address the circumstances, conditions, and needs of individual youth.
- b. Recruit and train staff and/or foster homes to supervise and support youth from the target populations listed below:
 - i. Youth with criminal allegations of sexual offense(s) who require individualized supervision plans
 - ii. Youth with criminal allegations who cannot be safely maintained in their homes for a variety of reasons
 - iii. Lesbian, gay, bisexual, transgender, queer, questioning, intersex (LGBTQQI) and other sexual orientation and gender identity minority youth
 - iv. Youth with specific needs, i.e. fire setting behaviors, serious emotional disturbances, and suicidal ideation.
 - v. Intellectually developmentally disabled youth
 - vi. Commercially sexually exploited youth

ADDITIONAL REQUIREMENTS: In addition to the items listed above, providing BRS service level Short-Term Residential Placement services, licensed by the Oregon Department of Human Services Children's Care Licensing Program (CCLP), and enrolled as a Medicaid Contractor for BRS type 06 through Oregon Health Authority (OHA) Contractor Enrollment Unit the selected provider(s) must be able to do the following:

1. **Ensure all services provided** to be culturally, gender and sexual orientation competent and responsive. Clarvida will demonstrate their commitment to behaviors, attitudes and policies that enable the County to deliver service in welcoming and affirming ways that meet the diverse needs of the youth and their families.
2. **Clarvida must demonstrate the ability to provide linguistically appropriate service all parents and/or guardians who are non-English speakers**

3. **Routine Medical care for STRP youth:** Provider(s) will assist the youth in applying for the Oregon Health Plan (OHP) or the prevailing health insurance coverage that is offered by the State of Oregon for low-income, uninsured individuals by completing a MSC1462 form. A youth's health insurance or OHP will be utilized for their medical needs.
4. **Training:** All staff employed by the STRP program shall be in compliance with the BRS training requirements of an initial 28 hours of training upon initial employment relative to topics outlined in the BRS Oregon Administrative Rules (OAR) and 16 hours annually on the topics outlined in the BRS OAR. Additionally each organization is required to provide and document staff participation annually of cultural, gender identification, and/or sexual orientation training to staff/foster.
5. **Critical Incident Reporting:** Clarvida in addition to complying with all Oregon Department of Human Services Children's Care Licensing Program (CCLP) and BRS reporting requirement will also do the following:
 - a. Clarvida shall immediately notify the CCJD Supervisor overseeing this Contract by telephone and/or no later than within the same working day of a critical incident or a sensitive topic. If the incident or sensitive topic occurs after normal business hours, on a holiday or weekend, and/or is unable to directly speak with the CCJD Supervisor overseeing this Contract, Clarvida shall then contact the Juvenile Intake and Assessment Center by telephone and ask to speak with the on-call supervisor or on-duty shift supervisor. A written report shall be submitted within three (3) business days of the incident.
 - b. For incidents requiring youth to appear in court, written notification should be provided prior to 9am the following business day.
 - c. A critical incident is defined by BRS OAR and/or the following:
 - ii. Any event likely to elicit heightened public interest or litigation.
 - iii. An incident that punishes, endangers, or otherwise harms a youth as a result of staff action or inaction.
 - iv. The death of a client.
 - v. A suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client.
 - vi. A medical situation that results in the need to go to the emergency room or hospitalization.
 - vii. Criminal charges brought against a staff member or subcontract staff member involving a client.
 - viii. Professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation.
 - ix. Actions by a client that result in the death or serious injury of another person.
 - x. Any incident deemed by Clarvida to be of a critical nature.
 - d. The CCJD Assistant Director shall determine the appropriate follow-up. Clarvida shall fully cooperate in any fact-finding inquiry that may be conducted.
6. **Runaway Notification:** In the event a youth runs from a STRP program, staff with knowledge of the run incident will ensure that immediate notification will be made to the youth's parent, the law enforcement agency who responds to their location and to the Clackamas County

Juvenile Assessment and Intake Center. To be in compliance with Title IV-E requirements relative to youth who run away from a foster care placement, this notification must be made without delay.

- 7. Pursuant to Title IV-E Requirements:** CCJD will generate a Voluntary Placement Agreement with each youth placed in STRP. STRP Contractor will notify the CCJD when the status of each placement changes to ensure accurate utilization dates in the Juvenile Justice Information System (JJIS).
- 8. Reporting:** CCJD will establish performance, process and outcome measures as well as data collection strategies relating to the services being provided to youth and families in order to accomplish the programmatic and departmental goals listed above. Service Contractor will submit specific output measures monthly, to CCJD. Output data may include dosage and frequency of intervention.
- 9. Quarterly/ Reviews:** Quarterly Contract compliance reviews will be conducted by CCJD managers.
- 10. Quality Assurance:** Clarvida should have existing processes and procedures in place for quality assurance of their program. Clarvida should be equipped to accurately monitor and track reliable measures of program implementation and delivery of services. It is expected provider(s) will also comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. It is also the responsibility of the Clarvida to respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.
- 11. Readiness to Provide Service:** There will be no start-up period for the Contract. Clarvida shall reasonably expect to have the capability of providing the full Scope of Work as described herein on the Contract Effective Date. CCJD may consider exceptions to this Work Schedule provision for, in its sole discretion, certain minor service elements.

EXHIBIT B

BRS Rates

OAR 416-335-0090(5) Exhibit 1 – BRS Rates Table (effective July 1, 2025)

BRS Type of Care	Placement Model	Accredited Status	Service Rate per Billable Care Day	Placement Related Activities Rate per Billable Care Day	Total Daily Rate per Billable Care Day	Absent Day Rate
Shelter	Proctor Care Model	N/A	\$213.25	\$114.15	\$327.40	\$163.70
	Residential Care Model	N/A	\$245.29	\$139.75	\$385.04	\$192.52
Community Step-Down; Independent Living Program	Proctor Care Model	N/A	\$217.93	\$115.14	\$333.07	\$166.54
	Residential Care Model	Non-QRTP	\$252.26	\$142.79	\$395.05	\$197.53
		QRTP ¹	\$252.26	\$147.23	\$399.49	\$199.75
Proctor Care; Assessment and Evaluation Proctor	Proctor Care Model	N/A	\$233.83	\$115.88	\$349.71	\$174.86
Proctor Enhanced Services	Proctor Care Model	N/A	\$256.01	\$120.97	\$376.98	\$188.49
Enhanced Structure Independent Living Program	Residential Care Model	Non-QRTP	\$293.90	\$180.31	\$474.21	\$237.11
		QRTP	\$293.90	\$184.74	\$478.64	\$239.32
Basic Residential; Rehabilitation Services; and Assessment and Evaluation Residential	Residential Care Model	Non-QRTP	\$292.44	\$168.10	\$460.54	\$230.27
		QRTP	\$292.44	\$172.54	\$464.98	\$232.49
Intensive Rehabilitation Services; Intensive Residential; and Short- Term Stabilization Program	Residential Care Model	Non-QRTP	\$362.48	\$164.07	\$526.55	\$263.28
		QRTP	\$362.48	\$168.51	\$530.99	\$265.50
Intensive Behavioral Support	Residential Care Model	Non-QRTP	\$520.94	\$239.06	\$760.00	\$380.00
		QRTP	\$520.94	\$245.96	\$766.90	\$383.45

¹ Qualified Residential Treatment Program

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into by and between **Clackamas County on behalf of its Juvenile Department** ("Covered Entity") and Maple Star Oregon, Inc. doing business as Clarvida ("Business Associate") in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA"). This Business Associate Agreement is effective upon execution by both parties.

RECITALS

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

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

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

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

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

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

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

- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

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

- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and

- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

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

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

SECTION IV – NOTICE OF PRIVACY PRACTICES

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

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. In plain language including and to the extent possible:

- 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.
- 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 Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

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

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

Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 Effect of Termination.

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII –GENERAL PROVISIONS

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

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

Date: _____