

June 18, 2025

Board of County Commissioners  
Clackamas County

**Approval of an Amendment to a Personal Services Contract with Northwest Family Services for case management services to individuals with intellectual and developmental disabilities. Amendment Value is \$600,000 for 1 year. Total Contract Value is \$1,284,997 for 18 months. Funding is through Supportive Housing Services Measure Funds. No County General Funds are involved.**

|                                     |  |                           |                |
|-------------------------------------|--|---------------------------|----------------|
| <b>Previous Board Action/Review</b> | Original Contract Approved - December 19, 2024, 20241219 III.G.2   |                           |                |
| <b>Performance Clackamas</b>        | 1. This programming aligns with H3S's Strategic Action Plan goal to increase self-sufficiency for our clients.<br>2. This funding aligns with the County's Performance Clackamas goal to ensure safe, healthy, and secure communities. |                           |                |
| <b>Counsel Review</b>               | Yes: Amanda Keller   | <b>Procurement Review</b> | No             |
| <b>Contact Person</b>               | Vahid Brown, HCDD Deputy Dir.  | <b>Contact Phone</b>      | (971) 334-9870 |

**EXECUTIVE SUMMARY:** On behalf of the Housing and Community Development Division (HCDD), the Health, Housing & Human Services Department requests approval of Amendment #1 to Contract # 11919 with Northwest Family Services (NWFS) to provide housing navigation, case management, and flexible services for people eligible for Intellectual and Developmental Disabilities Services (I/DD) in Clackamas County.

This Contract will fund three staff members to provide housing navigation, case management, and services to individuals with intellectual and developmental disabilities (I/DD) in Clackamas County, ensuring access to housing services for people with I/DD in Clackamas County and enhancing the integration of housing and disability services for some of the most vulnerable County residents. Staff capacity levels under this Contract would be sufficient to provide services to approximately 40-50 people with I/DD per year.

Funding for this amendment is provided through Metro Supportive Housing Services Measure Funds.

**RECOMMENDATION:** Staff respectfully requests that the Board of County Commissioner approve this Amendment to the Contract (11919-01) with NWFS and authorize Chair Roberts, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,

*Mary Rumbaugh*

Mary Rumbaugh  
Director of Health, Housing & Human Services

For Filing Use Only

**AMENDMENT #1  
TO THE CONTRACT DOCUMENTS WITH NORTHWEST FAMILY SERVICES  
Contract #11919**

This Amendment #1 is entered into between Northwest Family Services (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between the Housing Authority of Clackamas County and Contractor on December 19, 2024 (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. **ARTICLE I, Section 1. Effective Date and Duration** is hereby amended as follows:

By execution of this Amendment #1, the Contract termination date is hereby changed from June 30, 2025, to June 30, 2026.

2. **ARTICLE I, Section 2. Scope of Work** is hereby amended as follows:

Section 2 of the Scope of Work related to the Food Pantry Program is hereby deleted in its entirety.

3. **ARTICLE I, Section 3. Consideration** is hereby amended as follows:

In consideration for Contractor performing Work during the extended term of this Contract, County will pay Contractor an amount not to exceed \$600,000.00. Consideration rates are on a reimbursement basis in accordance with the budget set forth in **Exhibit B to this Amendment #1**, attached hereto and incorporated by this reference herein, and the terms of the Contract.

The total Contract compensation will not exceed \$1,284,997.00

4. **ARTICLE II, Section 14. Survival** is hereby amended as follows:

The first sentence is deleted in its entirety and replaced with the following:

“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, 29, 34, and 35, and all other rights and obligations which by their context are intended to survive.”

5. **ARTICLE II, Section 34. Reserved** is hereby deleted in its entirety and replaced with the following:

**“34. 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 E** and incorporated by this reference herein.”

6. **Exhibit E to this Amendment #1** is attached hereto and incorporated by this reference herein.

|                               |                                   |
|-------------------------------|-----------------------------------|
| ORIGINAL CONTRACT             | \$ 684,997.00                     |
| AMENDMENT #1                  | 600,000.00 –Time/Updated language |
| <b>TOTAL AMENDED CONTRACT</b> | <b>\$ 1,284,997.00</b>            |

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

**Northwest Family Services**

**Clackamas County**

Rose Fuller 5/27/25  
Authorized Signature                      Date

\_\_\_\_\_  
Authorized Signature,                      Date

Rose Fuller  
Printed Name

\_\_\_\_\_  
Date

Approved as to Form:

Amanda Kelly 5/27/2025  
County Counsel                      Date

**EXHIBIT B**  
**Budget**

| <b>NWFS Budget 11919</b>   |                                       |                        |
|--|---------------------------------------|------------------------|
| <b>Jul 1, 2025 - June 30, 2026</b>                                 |                                       |                        |
| <b>Line Item Category</b>  | <b>Narrative/Description</b>          | <b>Funds Requested</b> |
| <b>Behavioral Health &amp; Aging Speciality Housing Navigation</b> |                                       |                        |
| <b>Personnel (3.50 FTE)</b>  |                                       |                        |
| Housing Navigation & Clinical Supervisor                           | .50 FTE x \$82,000                    | \$41,000               |
| Behavioral Health Housing Navigator                                | 2.0 FTE x \$80,000                    | \$160,000              |
| Aging Specialist Housing Navigator                                 | 1.0 FTE x \$75,000                    | \$75,000               |
| Fringe / Benefits  | 26% of above Personnel                | \$71,760               |
| <b>Personnel Subtotal:</b>   |                                       | <b>\$347,760</b>       |
| <b>Program Operations - Materials and Supplies</b>                 |                                       |                        |
| Phone service  | \$45 x 12 mos x 3.50 FTE              | \$1,890                |
| Office supplies  | \$62.36 x 12 mos x 3.5 FTE            | \$2,619                |
| Mileage  | \$0.70 x 300 miles x 12 mos x 3.5 FTE | \$8,820                |
| Staff Training / Professional Development                          | \$900 x 3.5 FTE                       | \$3,150                |
| <b>Program Operations - Materials and Supplies Subtotal:</b>       |                                       | <b>\$16,479</b>        |
| <b>Client Services</b>   |                                       |                        |
| Client Move-In Expenses  | 75/year x \$1,000                     | \$75,000               |
| Client Services/ Flexible Funding                                  | 75/year x \$1,100                     | \$82,500               |
| <b>Client Services Subtotal:</b>                                   |                                       | <b>\$157,500</b>       |
| <b>Indirect Administration</b>                                     |                                       |                        |
| Overhead/Admin   | 15%                                   | \$78,261               |
| <b>Indirect Subtotal:</b>  |                                       | <b>\$78,261</b>        |
| <b>Behavioral Health &amp; Aging Subtotal:</b>                     |                                       | <b>\$600,000</b>       |
| <b>Total Budget:</b>   |                                       | <b>\$600,000</b>       |

## EXHIBIT E BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into as of 07/01/2025 ("Effective Date") by and between Clackamas County, on behalf of its Department of Health, Housing and Human Services ("Covered Entity") and Northwest Family Services ("Business Associate") in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA").

### RECITALS

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

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

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

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

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

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

### SECTION I – DEFINITIONS

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
  - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member's course and scope of employment or placement;
  - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
  - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Covered Entity" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 "Designated Record Set" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 "Effective Date" shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).



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

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

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7

is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

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

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

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:

- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
- b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### SECTION IV – NOTICE OF PRIVACY PRACTICES

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

#### SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
  - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
  - b. In plain language including and to the extent possible:
    - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
    - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
    - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
  - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
  - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.



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.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

*[Signature Page Follows]*

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

**Business Associate**  
*Northwest Family Services*

**Covered Entity**  
*Clackamas County*

By: Rox J. Lewis  
Signature Authority

By: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

Date: 5/27/2025

Date: \_\_\_\_\_