



MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: HD-SVCSGEN-17020-2025

This Services Contract ("Contract") is between MULTNOMAH COUNTY ("County") and TUERK HOUSE INC ("Contractor"), each of whom is a "Party" and collectively they are the "Parties."

CONTRACTOR ADDRESS:
 TUERK HOUSE INC
 2701 N Charles Street
 Baltimore, MD 21218-4351

The Parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be Thursday, August 01, 2024 ("Effective Date"). Unless earlier terminated as provided below, the Contract term begins on the Effective Date and continues until Friday, July 31, 2026 (the "Term").

Statement of Work. Contractor shall perform the work described in Exhibit 1 ("Work").

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes the following Standard Terms and Conditions and the terms and conditions contained in the following attached documents:

Exhibits

Exhibit Number	Description
1	Statement of Work, Compensation, Payment, and Renewal Terms
2	Insurance Requirements
3	Certification Statement for Corporation or Independent Contractor

Attachments

Attachment Letter	Description
B	Description of Services
H-1	Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement

The Contract may only be amended or supplemented by a writing that is signed by a duly authorized representative of each Party, clearly recites the Parties' understanding and intent to amend the Contract, and clearly and with specificity describes the terms to be amended or supplemented.

MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: HD-SVCSGEN-17020-2025

The Contract may be executed in multiple counterparts and may be electronically signed. Any verified electronic signatures appearing on the Contract are the same as handwritten signatures for the purposes of validity, admissibility, and enforceability. Any reproduction of the Contract made by reliable means is considered an original.

By executing this Contract, each signatory acknowledges they: (a) are a duly authorized representative of their Party, acting with the power and authority to bind their Party as provided in the Contract; (b) have read and understand the agreement, including the attached Exhibits and Attachments; and (c) agree on behalf of their Party to be bound by its terms as of the Effective Date.

CONTRACTOR SIGNATURE

DocuSigned by:
Signature: BERNARD GYEBI-FOSTER
17B6A27273F04DD... Title: Chief Executive Officer

Name (print): BERNARD GYEBI-FOSTER Date: 7/22/2024

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: Brian R. Smith for Jessica Vega Pederson Date: 7/22/2024
95004CAG9E1D42E...

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: _____ Date: _____

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the Work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **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 or provides any benefit or right, whether directly, indirectly, or otherwise, to third-persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
 - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding **Section 5(c)**, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
6. **Payment on Early Termination.** Upon termination pursuant to **Section 5**, payment shall be made as follows:
 - a. If terminated under **Sections 5(a)** or **5(b)** for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
 - b. If terminated under **Section 5(c)** by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
 - c. If terminated under **Sections 5(c)** or **5(d)** by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.
7. **Remedies.** In the event of breach of this Contract the Parties shall have the following remedies:
 - a. If terminated under **Section 5(c)** by the County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid

balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

- b. In addition to the remedies in **Sections 6 and 7** for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
8. **Access to Records; Right to Audit.** Contractor shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying. In addition to Records, Contractor shall permit the members of the County Auditor's Office with reasonable access to its employees, properties, and equipment relevant to its performances under the Contract.
9. **Ownership of Work.** For purposes of this Contract, "Work Product" means all services Contractor delivers or is required to deliver to County pursuant to this Contract. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from services.

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. However, all Work Product created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, 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.

If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

10. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to the Work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279B.020 and the following:
- a. Pursuant to ORS 279B.220, Contractor shall: (i) make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in the Contract; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract; (iii) not permit any lien or claim to be filed or prosecuted against the state or a county,

school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and (iv) pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

- b. Pursuant to ORS 279B.225, and if providing lawn and landscape maintenance services Contractor shall, salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
 - c. In accordance with ORS 279B.230, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the Contract warrant they are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
 - d. Pursuant to ORS 279B.235, Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) Work is performed on Saturday and any legal holiday specified in a collective bargaining agreement or ORS 279B.020. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.
11. **Compliance with Tax Law.** Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the Term. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.
12. **Indemnity.** Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract, except to the extent any of the same is caused in whole or in part by the negligence of County and its officers, employees and agents or any of them. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.
13. **Insurance.** Contractor shall provide insurance in accordance with **Exhibit 2**.
14. **Waiver.** The failure of the County to enforce any provision of this Contract shall not constitute a waiver by the County of that or any other provision. Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

15. **Governing Law/Venue.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
16. **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 invalid.
17. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties. All understandings and agreements between the Parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
18. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor shall include a provision in each subcontract requiring subcontractors to comply with the requirements of this clause.
19. **EEO Compliance.** Contractor agrees that if, at any time during the Term, it has employees and will earn more than \$75,000 as a result of this Contract, Contractor will not:
 - a. Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income;
 - b. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
 - c. Coerce the political activity of any person;
 - d. Deceive or willfully obstruct anyone from competing for employment;
 - e. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
 - f. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.
20. **Contingent Funds.**
 - a. **Non-appropriation Clause.** If payment for Work under this Contract extends into the County's next fiscal year, County's obligation to pay for such Work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.
 - b. **Payments to Subrecipients.** If any portion of the payment(s) for Work under this Contract comes from a third-party funding source, such as from a grant or from a state or federal government, County's obligation to pay for such Work is subject to receipt of those third-party funds. If there is a change to funding for this Contract, such as the addition or loss of a third-party funding source, Contractor will be notified via a certified letter within thirty (30) days of such change.

21. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (c) Contractor’s performance under the Contract shall be in a good and workmanlike manner and in accordance with professional standards applicable to the Work.

22. **Protection Against Loss or Damages.** County shall have the right to withhold from payments due Contractor such sums as are necessary in County’s sole opinion to protect County from any loss, damage, or claim which may result from Contractor’s failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors. County shall not be obligated to pay Contractor until it has affirmatively accepted Contractor’s Work.

23. **Federal Funds Subrecipient.** The Assistance Listing Number(s) (ALN), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per 2 CFR 200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section 200.331 (see **Attachment F**). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

ALN #	Program Title	Program Amount
N/A	N/A	N/A

24. **Fiscal Requirements and Audit Rights.** Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, and County financial procedure in the Countywide Provider’s Fiscal Policies and Procedures Manual for contractors located at: <http://web.multco.us/finance/fiscal-compliance>.
 - a. Accounting records will be up-to-date and will accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with GAAP, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by Contractor under this Contract will be accessible to County upon request.
 - b. Contractor will be subject to a County fiscal compliance review to monitor compliance with County’s financial reporting and accounting requirements. The review will be completed periodically, as described in the Countywide Fiscal Policies and Procedures Manual for contractors. If Contractor’s corporate headquarters are out of state, Contractor agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
 - c. Limited scope and full audits, including the Management Letter associated with the audit, if issued, and all specifications identified in County’s Fiscal Policies and Procedure Manual will be submitted to County within 30 days from the date of the report, but in no case later than nine months after the end of Contractor’s fiscal year. Failure to submit required audits and Management Letter by specified deadlines will be cause for withholding of Contract payments until audits are submitted.
 - d. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and

ruled promulgated by other Federal, State, and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.

25. **Security of Information Systems.** As used in this section:

"Information System" is an electronic system for storing, processing, and exchanging information, including without limitation, smartphones, computers, servers, and the software, services, and data existing thereon.

"Security Breach" is the unauthorized access of an Information System controlled by a Party that results in the: (i) unauthorized access to data; (ii) introduction of malicious code; (iii) exfiltration or manipulation of data; or (iv) unauthorized access of security or access credentials. To avoid ambiguity, "Security Breach" does not include ongoing or routine incidents that do not result in access to an Information System.

- a. Each Party has established and will maintain an information security program that is compliant with all relevant federal and state laws and otherwise designed to: (i) ensure the security and confidentiality of the Information System(s); (ii) protect against any anticipated threats or hazards to the security or integrity of the Information System(s) and supported business processes; (iii) protect against unauthorized access, modification, or use of the Information System(s); (iv) ensure the proper disposal of data stored or exchanged on the Information System(s); and (v) ensure that all of a Party's employees, agents, permitted subcontractors, and third-party processors, if any, comply with all of the foregoing.
- b. As part of its information security program, and without limitation, each Party has implemented appropriate risk management techniques, including administrative, technical, and physical safeguards, to protect and ensure the security of their Information Systems. Without limitation, the technical safeguards employed will incorporate industry recognized system hardening techniques and will reflect a risk-based assessment of the data protected relative to the likely harm from unauthorized access to Information Systems. The Parties will: (i) log and periodically review all admin console events, and make such console event reports available for review by the other Party upon request; and (ii) at least annually audit their safeguards to ensure all Information Systems within their respective control and involved in storing, using, or transmitting data relevant to the contracted performances, are secure and protect data from unauthorized access, disclosure, modification, or destruction.
- c. In the event of an actual or suspected Security Breach, the Party suffering the breach will notify the other not less than ten days after discovery of the breach or suspected breach and will comply with all applicable breach notification laws. Each Party agrees to cooperate with other in the investigation and remedy of any Security Breach, including, without limitation, complying with any law concerning unauthorized access or disclosure. Contractor will send any applicable notifications regarding a Security Breach to the following notification email address: IT.Security@multco.us.

26. **Data Use.**

- a. As applicable, the Parties agree to share the data identified in **Exhibit 1**, subject to the following terms and conditions. Each Party grants to the other a license to access the data identified in **Exhibit 1** for the purposes described in **Exhibit 1**.
- b. The Parties agree to: (i) disclose to the other only the minimum data necessary to accomplish the receiving Party's identified purpose, and only as permitted under the Contract and relevant laws; (ii) keep and maintain the other's data in strict confidence, using such degree of care as is appropriate and consistent with its obligations described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; and (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available the

other Party's data for any purpose not directly related to its performances under the Contract or for the benefit of anyone other than the disclosing Party without that Party's prior written consent. To avoid ambiguity, a Party receiving data from the other is prohibited from using or further disclosing that data other than as permitted or required by the Contract or as required by law.

- c. If the Work involves payment and/or health care operations activities and requires that it receive from County data protected under 42 CFR Part 2, the following terms shall apply.
 - (i) Contractor acknowledges and agrees that it shall be fully bound by the provisions of 42 CFR Part 2.
 - (ii) Contractor will immediately notify County upon any unauthorized use, disclosure, breach, or suspected breach of data subject to 42 CFR Part 2. Contractor will promptly reimburse County for the costs of any breach notifications, expenses, or other fees, including any state or federal fines associated with a breach of data subject to 42 CFR Part 2 while in Contractor's possession or control. Contractor will send any applicable notifications regarding a breach to the following notification email address: IT.Security@multco.us.
 - (iii) Contractor will only redisclose data subject to 42 CFR Part 2 when the redisclosure recipient: (A) is a contract agent or subcontractor of Contractor that is assisting Contractor to provide services described in the Contract; and (B) agrees by contract to only further disclose the County's data subject to 42 CFR Part 2 to Contractor or County.
- d. All data exchanged hereunder will remain the property of the disclosing Party. Except for the uses expressly permitted herein, nothing contained in this Contract will be construed as a grant of any right or license or an offer to grant any right or license by either Party to the other with respect to the data exchanged hereunder, or any derivative works thereof.

27. **Force Majeure.** Neither Party shall be in default of the Contract by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to, without limitation, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning or equipment, loss and destruction of property or any other circumstances or causes beyond a Party's reasonable control.

28. **Parties' Relationship; Non-exclusivity.** The Parties acknowledge and agree that their relationship is that of independent contracting entities. This Contract does not create any form of legal association that would impose liability upon one Party for any act or omission of the other, nor does it preclude either Party from conducting similar business with other parties.

**Health Department
ADDITIONAL TERMS AND CONDITIONS**

1. Independent contractor Status. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY. CONTRACTOR is responsible for all federal, state and local taxes and fees applicable to payments for services under this Contract.

2. Record Confidentiality. CONTRACTOR agrees to keep all client specific information confidential in accordance with state and federal statutes and rules governing confidentiality.

3. Certification Regarding Lobbying.

A. CONTRACTOR certifies, to the best of CONTRACTOR's knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4. Fiscal, Administrative and Audit Requirements. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures and cost allocations, and to maintain fiscal, clinical and other records pertinent to this Contract consistent with Multnomah County's Contractor's Fiscal Policies and Procedures Manual which will be made available to CONTRACTOR by County.

MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: HD-SVCSGEN-17020-2025

EXHIBIT 1: STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

1. **Contractor shall perform the following Work:**
Contractor shall perform services in accordance with Attachment B: Description of Services.
2. **The maximum payment under this Contract, including expenses, is \$1,876,000.00 USD.**
3. **Contractor shall be paid for Work on the following basis:**
Contractor shall perform services and be paid for work in accordance with Attachment B: Description of Services.
4. **Invoices must be billed to Multnomah County and contain the following information:**
 - a. Invoice number and invoice date,
 - b. Contractor name and address,
 - c. Multnomah County contract number **HD-SVCSGEN-17020-2025**,
 - d. Description of goods and/or services delivered,
 - e. Detail units of measure, price per unit, extended amount per line items;
 - f. Total invoice amount.
5. **Contractor shall submit invoices for Work as follows:**
Attn: Accounts Payable
Multnomah County Health Department
619 NW 6th Avenue
Portland, OR 97209
Email: BDAP@multco.us
6. **In addition to the payment provided for in Section 3, County will pay expenses on the following terms and conditions: N/A.**



MULTNOMAH COUNTY CONTRACT

Exhibit 2: Insurance Requirements

This EXHIBIT 2: INSURANCE REQUIREMENTS is attached and incorporated into the Multnomah County Contract ("Contract"). A breach of this Exhibit 2 is a Material Default. Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

- i. **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit 4).

Employers liability insurance with coverage limits of not less than \$500,000 must be included.

THIS COVERAGE IS REQUIRED. If Contractor does not have coverage, and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage. ORS 656.126.

- ii. **Commercial General Liability** insurance with coverages satisfactory to the County, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000.
- iii. **Professional Liability** Insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its sub-contractors, agents, officers, or employees performance under this contract. Combined single limit per occurrence/claim shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

Additional Requirements: Coverage must be provided by an insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. Contractor's coverage will be primary in the event of loss.

Tail Coverage - If any of the liability insurance coverages shown are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the Effective Date of the Contract. If continuous "claims made" coverage is used, Contractor shall keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.

Certificate of Insurance Required: Contractor shall furnish a current Certificate of Insurance to the County. Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverages. Contractor shall immediately notify the County of any change in insurance coverage. The Certificate shall also state the deductible or retention level.

The County must be listed as an Additional Insured by Endorsement on any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate of Insurance shall state the following in the description of operations:

“Additional Insured Form (include form number) attached. This form is subject to policy terms, conditions and exclusions.”

A copy of the additional insured endorsement shall be attached to the Certificate of Insurance required by this Contract. Complete copies of insurance policies shall be provided to the County via MMP Supplier Portal located here: <https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=Multnomah>. If you need further assistance please email: tmmarketplacesupport@multco.us. **The Certificate of Insurance should list Multnomah County as Certificate holder: Multnomah County Risk Management, 501 SE Hawthorne Blvd, Suite 400, Portland, OR 97214.**

EXHIBIT 3

**MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. HD-SVCSGEN-17020-2025**

Certification Statement for Corporation or Independent Contractor

Instructions: Please complete both sections below. Example: If Contractor is a Limited Liability Company, please check the "Limited Liability Company" box in Section A **and** check the "NOT APPLICABLE" box in Section B. Or, if Contractor is an Independent Contractor, then check "NOT APPLICABLE" in Section A, and check at least three (3) boxes in Section B to establish that the Contractor is an Independent Contractor.

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.
I certify under penalty of perjury that Contractor is a (check one):

Corporation Limited Liability Company Partnership Non-Profit Corporation authorized to do business in the State of Oregon

NOT APPLICABLE – See section B.

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.
Contractor certifies under penalty of perjury, that the following statements are true:

1. If CONTRACTOR is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certifications necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an Independent Contractor if at least three of the following statements are true.
 NOTE: Check all that apply. You must check at least three (3) to establish that you are an Independent Contractor.

A. CONTRACTOR's services are primarily carried out at a location that is separate from CONTRACTOR's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business

B. CONTRACTOR bears the risk of loss related to the services provided under this Contract.

C. CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.

D. CONTRACTOR makes a significant financial investment in the business.

E. CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

F. NOT APPLICABLE – See section A.

DocuSigned by:
Contractor Signature: BERNARD GUEBI-FOSTER **Date:** 7/22/2024
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Title: Chief Executive Officer

ATTACHMENT B

**Multnomah County Services Contract
Contract Number: HD-SVCSGEN-17020-2025**

DESCRIPTION OF SERVICES

**Multnomah County Health Department (MCHD)
Behavioral Health Division (BHD)
Program Instructions: Deflection Program Operations
Agency/Contractor: Tuerk House Inc.
Procurement Authority Effective Dates: 8/1/2024-7/31/2026**

Service Description	Type of Funding	Maximum Payable	Effective Dates	Payment Method and Basis
Deflection Operations Pilot	State OTO Grant	\$233,848.00	8/1/2024 – 6/30/2025	Per Invoice/ Cost-reimbursement
Deflection Operations Pilot	CJC Grant	\$1,642,152.00	8/1/2024 – 6/30/2025	Per Invoice/ Cost-reimbursement
Cumulative Total:		\$1,876,000.00		

STATEMENT OF WORK

A. Contract Purpose and Contractor Overview:

Multnomah County is opening a Deflection Center (“Center”) as part of the deflection program implementation requirements set forth in HB 4002. The Center will open on September 1, 2024 in a temporary, short-term leased facility located at 900 SE Sandy Blvd, Portland, OR. This temporary facility will remain open through phase one and phase two of a three-phased deflection program roll-out, of which the Center is a key component.

The purpose of this contract is to pilot a phased approach to opening and operating a deflection facility to bring online three new elements to the SUD system in Multnomah County: 1) centralized screening and assessment for triage and referral purposes; 2) coordinated linkage to services based on those screening and assessment; 3) sobering. This contract will cover the implementation of phases one and two.

In phase 1, services at the temporary facility will include medical, substance use disorder (SUD), and behavioral health screening, connection to treatment and SUD peer and recovery support services, basic needs, and transportation. In order to ensure that the deflection program is able to launch by 9/1/24, Multnomah County, either directly or through third-party vendors, will maintain responsibility over certain aspects of facility operations during phase 1, including security, janitorial services, laundry services, and IT services. This contract may be amended to add additional services as needed.

In phase 2, services will be expanded to offer a place to recuperate, sobering services, and rapid access to Medications for Opioid Use Disorder (MOUD). Phase 2 is expected to begin in Q2 of FY25.

In phase 3, the Center will be relocated to a permanent facility.

Key dates for a phased roll out are as follows:

- Phase one will begin on September 1, 2024
- As part phase 2, sobering will be offered no later than April 30, 2025
- Medications for Opioid Use Disorder (MOUD) will also be offered in phase 2, no later and December 31, 2025
- Both phases one and two are expected to be completed by December 31, 2025
- Phase 3 will begin on January 1, 2026

Tuerk House, Inc. (“Contractor”) is a behavioral and mental health organization and prospective Certified Community Behavioral Health Clinic based in Baltimore, Maryland, where it opened the first Crisis Stabilization and Sobering Center in the State. Contractor specializes in addiction medicine, offering the entire continuum of care from Crisis Stabilization services to Inpatient Detox, Inpatient residential, long term residential, and outpatient services. In addition to these services, Contractor offers pharmacy, urgent care, medication-assisted treatment (MAT), outpatient mental health, and is expanding into dental and primary care. Tuerk serves over 10,000 admissions annually from all walks of life, with most patients uninsured or on Medicaid, unemployed, and at risk for homelessness.

B. Program Requirements:

During phase 1, Contractor shall:

1. Provide a welcoming and supportive space at the temporary facility located at 900 SE Sandy Blvd for up to 16 individuals to serve adults who opt-in to and are referred to the center as part of deflection. Hours of operation shall be determined prior to the facility opening date and may be up 24 hours per day, 7 days a week, 365 days a year. This will be done by:
 - a. Coordinating with Multnomah County teams and other Multnomah County vendors that will provide janitorial services, security services, laundry services;
 - b. Develop necessary protocols for maintaining a safe environment that promotes recovery and wellness.
2. Maintain within the facility a space for eating, showers, and laundry;
3. Provide at the facility food and hydration, other appropriate basic needs for individuals post intake;
4. Establish, in partnership with Multnomah County, an eligibility protocol for intake;
5. Provide Intake services to the Center for individuals referred by law enforcement;
6. Utilize a standard, evidence-based tool for assessing each consumer’s readiness to change at each admission and document in medical record.
7. Provide Screenings and Assessments, including for sobering;
8. Collaborate with Multnomah County PATH team and other care coordination staff during day time hours to ensure rapid connection to the appropriate level of care for individuals once intake is completed;
9. Create a peer team to provide service in and around the facility (up to 24 hours per day, 7 days a week, 365 days a year, depending on the operating hours of the facility);

10. Collaborate with other Peer Services organizations whose staff offer support to individuals referred to the Center to ensure peer support is available as needed (up to 24 hours per day, 7 days a week, 365 days a year, depending on the operating hours of the facility);
11. Coordinate transportation services during operational hours (up to 24 hours per day, 7 days a week, 365 days a year, depending on the operating hours of the facility)
12. Develop and maintain all policies and procedures for operating the facility, including those specifically required to meet regulatory requirements for sobering and any other clinical services.
13. Collaborate with Multnomah County to secure licensing to initiate sobering services at the appropriate time
14. Work with Multnomah County's IT department, the Multnomah County Program Coordinator, and Multnomah County consultants and vendors to develop procedures, protocols, and systems for data collection that capture information required by law and information needed to report on outcomes listed in this contract;
15. Maintain medical records for all individuals served in accordance with all applicable laws and regulations that document services provided in a manner consistent with the model and principles outlined in this contract.
16. Identify repeated police drop offs and use as opportunities to further develop understanding of that individual's needs and goals, the evolution of their readiness for change, and to modify approaches using this continuous assessment approach to remain in-sync with the individual.
17. Special Accommodations: A program shall have protocols, which may include referral agreements with other programs, that provide for admission and services for individuals with limited English proficiency: hearing, speech, physical, and cognitive disabilities.
18. Staff the center and maintain appropriate staffing.
19. Be prepared to start delivery of any of the phase 2 services (listed below) if those services can be offered earlier than the expected Q2 start.

During phase 2 Contractor shall perform the services listed above for phase 1 and shall also:

1. Low intensity basic medical assessments upon arrival and additional medical services, such as bandaging and simple wound care, as needed;
2. Develop sobering protocols to determine the appropriateness of sobering services;
3. Provide sobering services during designated hours (up 24 hours per day, 7 days a week, 365 days a year);
4. In coordination with a contracted Opioid Treatment Program provider contracted through Multnomah County, provide appropriate medical screening for MOUD (up to 24 hours per day, 7 days a week, 365 days a year, depending on the operating hours of the facility);
5. Conduct ASAM assessments and mental health assessments as needed, for purposes of referral.

C. Target Population:

The target population includes individuals offered deflection in lieu of arrest and referred by law enforcement.

D. Service Requirements:

1. Contractor will provide Adult Substance Use Outpatient Treatment Services utilizing the current American Society of Addiction Medicine (ASAM) Criteria to ensure appropriate

level of care placement and the current Diagnostic Statistical Manual (DSM) to determine Substance Use Disorder diagnosis.

2. Contractor will be licensed by the State of Oregon with a current Certificate and accompanying letter issued by Oregon Health Authority (OHA) and comply with State of Oregon OAR 309-019-0100 through 309-019-0220 Outpatient Addictions and Mental Health Services.
3. Contractor will operate sobering services in compliance with all applicable Oregon State statutes and rules, including State of Oregon ORS 430.306 and 430.262.
4. Contractor will ensure language access and deliver services that are culturally, developmentally, and gender appropriate and written in an easy to understand format to accommodate those with limited literacy skills.
5. Contractor will operate programming and services from a Recovery Oriented System of Care approach, which will provide individualized treatment services, a continuum of care, coordination of services, and peer-delivered services with an emphasis on building recovery capital and developing and strengthening a recovery support system within the community. As such, Contractor will utilize a fully integrated approach to assessment, referral, and treatment addressing individual addictions and recovery challenges, as well as physical health, mental health, and basic needs. The goal of this integrated approach is to ensure concurrent referral to and receipt of mental health, physical health, and addictions treatment and recovery support services as necessary.
6. Specific service descriptions, reflecting support for a Recovery Oriented System of Care, are available on the County website at <https://multco.us/behavioral-health/addiction-provider-resources> in the document: Multnomah Other Fee Schedule (Rate Sheet). The billing codes and rates in the Fee Schedule are subject to periodic revision, Contractors are expected to utilize the most updated Fee Schedule.

E. Required Communication/ System Collaboration:

Meeting	Frequency	Required Attendance
AD Provider Meeting	Monthly: <ul style="list-style-type: none"> ● 4th Thursday of the Month, except in March, June, September, & December ● 8:30am - 10am 	Contractor will identify at least one program staff to attend. The designated staff will be responsible for taking the information discussed at meetings and updating others at their agency.
Quarterly Billing Meeting	Quarterly: <ul style="list-style-type: none"> ● March, June, September, & December on 4th Thursday of the Month ● 8:30am - 10am 	Contractor will identify at least one billing/fiscal staff to attend. The designated staff will be responsible for taking the information discussed at meetings and updating others at their agency.

F. Performance Measures:

Deflection	Performance Measure	Target # or %	Deliverable Reported via:
Screenings received	% of individuals referred to the center who have received screenings	80%	Monthly Report
Warm handoffs conducted	% of individuals who received a warm hand off to peer services or other treatment or recovery services. <i>(Note: A warm hand off occurs after screening at the point that the individual is connected to a peer or other treatment or recovery services.)</i>	90%	Monthly Report

G. Quality Assurance and Contract Monitoring

Contractor will incorporate strategies into their program quality assurance to ensure fidelity to all of the above items. Contractor should be familiar with industry standards for Access, Engagement, Retention, Service Completion (as guided by the ASAM Criteria), and Quality of Life Indicators. Contracts will be performance-based and will include expectations regarding service outcomes. Continuing contracts may be linked to successful attainment of projected service outcomes.

Contractor will fully cooperate with Multnomah County Health Department (MCHD) contract monitoring, quality improvement, and program evaluation activities. This includes making available all data/information BHD deems necessary for those processes. This Contract may be monitored through a number of means, including:

Site Reviews: Multnomah County Health Department (MCHD) staff may schedule on-site visits to review agency compliance with the contract and quality measures. Site visits are usually scheduled with Contractors, but may be conducted without notice.

Technical Assistance: MCHD staff or contractors may offer or require training and/or assistance to programs regarding design of services or ensuring contract compliance.

Evaluations/Program Performance: Program performance may be evaluated through other quality assurance/evaluation processes, including:

1. Census validation audits, including intensity of services received by each client;
2. Performance reviews for achieving client service outcomes;
3. Provider self-assessments;
4. Client satisfaction surveys and complaint resolution processes;
5. Compliance review for contract standards and performance criteria;
6. Compliance reviews for reporting requirements, including use of County data collection systems;

- 7. Referral source satisfaction surveys;
- 8. Desk audits or reviews

H. Reporting Requirements:

Type of Report	Due Date(s)	Information Contained in Report	Deliverables will be sent to:
Monthly Report	Monthly, on the 20 th day of each calendar month	<ol style="list-style-type: none"> 1. How many individuals are brought to the Center, what are the demographics of those dropped off 2. Time of each drop off 3. How many individuals received a screening? 4. How many did not receive screening and why? 5. What type(s) of substance(s) was an individual using at the time of drop off, if any? 6. How many individuals were insured? 7. How many were housed or unhoused? 8. How many arrived with a condition that required immediate medical attention? 9. How many participated in peer services? 10. How many have previously been dropped off? How many times? 	Send electronically to: adreporting@multco.us

I. Fiscal Requirements:

Type of Report	Due Date(s)	Information Contained in Report	Deliverables will be sent to:
Annual Budget	Annually: Due no later than 30 days after contract execution.	All services with a Cost Reimbursement payment basis require an annual budget. Refer to “Exhibit 6C: Contractor Annual Budget Form,” updated version located on the AD Provider Resources website: https://multco.us/behavioral-health/addiction-provider-resources	Send electronically to: adreporting@multco.us cc-ing assigned County Program Specialist.
Monthly Invoice: Cost Reimbursement Monthly Expenditure Report	Monthly: Payment requests are due the 20th calendar day of the month following the month in which expenses were incurred.	Monthly reimbursable expenses for all services with a Cost Reimbursement payment basis. Refer to “Exhibit 6A: Monthly Expenditure Report,” updated version located on the AD Provider Resources website: https://multco.us/behavioral-health/addiction-provider-resources	Send electronically to: ad.invoice@multco.us and bhap@multco.us

Attachment H-1

Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement

A. General:

For purposes of this Contract, Contractor is County's business associate and will comply with the obligations set forth below and under HIPAA. Contractor and County agree to amend this Contract if necessary to allow County to comply with the requirements of HIPAA and its implementing regulations.

B. Definitions:

Terms used, but not otherwise defined in this Section, will have the same meaning as those terms in 45 CFR 160.103, 164.103, 164.402 and 164.501. A reference to a regulation means the section as in effect or as amended, and for which compliance is required.

- *Breach*: as defined in 45 CFR 164.402 and includes the unauthorized acquisition, access, use, or disclosure of Protected Health Information (PHI) that compromises the security or privacy of such information.
- *Designated Record Set*: as defined in 45 CFR 164.501.
- *Individual*: as defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- *Privacy Rule*: the standards for privacy at 45 CFR Part 160 and Part 164, subpart A and E.
- *Protected Health Information (PHI)*: means any information created for or received from County under the Contract from which the identity of an Individual can reasonably be determined, and includes, but is not limited to, all of the information within the statutory meaning of "Protected Health Information" in 45 CFR 160.103.
- *Required by Law*: as defined in 45 CFR 164.103.
- *Secretary*: the Secretary of the U.S. Department of Health and Human Services (HHS) or designee.
- *Security Rule*: the Standards for Security of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subpart A and C.
- *Unsecured Protected Health Information*: PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in 45 CFR 164.402.

C. Contractor's Obligations:

1. Contractor agrees to not use or disclose Protected Health Information (PHI) other than as permitted or required by this Contract or as Required or Permitted by Law. Contractor further agrees to use or disclose PHI only on behalf of, or to provide services to, the County in fulfilling Contractor's obligations under this Contract, and to not make uses or disclosures that would violate the Privacy Rule if done by County or violate the minimum necessary standard as described below.
2. When using, disclosing, or requesting PHI, Contractor agrees to make reasonable efforts to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, in accordance with 45 CFR 164.514(d), with the following exceptions:
 - a) disclosures to or requests by a health care provider for treatment
 - b) disclosures made to the Individual about his or her own PHI
 - c) uses or disclosures authorized by the Individual
 - d) disclosures made to the Secretary in accordance with the HIPAA Privacy Rule
 - e) uses or disclosures that are Required by Law, and
 - f) uses or disclosures that are required for compliance with the HIPAA Transaction Rule.
3. Contractor is directly responsible for full compliance with the requirements of the HIPAA Privacy Rule and Security Rule to the same extent as County.
4. Contractor agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Contract.

5. Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR 164 Subpart C.
6. Contractor agrees to immediately notify County of any known or suspected incident or complaint involving PHI, including use or disclosure of PHI in violation of or not provided for by this Contract of which it becomes aware.
7. Contractor shall immediately notify County of a Breach of Unsecured PHI of which Contractor (or Contractor's employee, subcontractor, officer or agent) knows or should have known of through the exercise of reasonable diligence. Contractor's notification to County must:
 - a) Be in writing and provide an individual's contact information if needed for County's follow up communications,
 - b) Be made to County without unreasonable delay and no later than 10 calendar days after discovery of the Breach. A Breach is considered discovered as of the first day on which the Breach is known, or reasonably should have been known, to Contractor, subcontractor of Contractor, or any employee, officer or agent of Contractor, other than the individual committing the Breach,
 - c) Include the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach and the types of PHI involved,
 - d) Include the date of the Breach and date of discovery of the Breach,
 - e) Include description of what Contractor is doing to investigate the Breach, to mitigate loss, and to protect against any further or future Breaches,
 - f) Provide all information necessary for County to notify impacted Individuals under 45 CFR 164.404 without unreasonable delay after Contractor's discovery of the Breach, and
 - g) Provide any and all information, including preparation of reports or notices, needed for County to provide notification required under 45 CFR 164.406 and 164.408, as required or requested by County.
8. Contractor agrees to mitigate, to the extent practicable and without unreasonable delay, any harmful effect that is known to Contractor of a use or disclosure of PHI or Breach of Unsecured PHI by Contractor in violation of the requirements of this Contract or HIPAA.
9. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of County, agrees in writing to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2).
10. Contractor agrees to provide access to PHI about an Individual contained in a Designated Record Set within the time, manner, form and format specified in Individual's or County's request as necessary to satisfy the County's obligations under 45 CFR 164.524. If an Individual requests access to information directly from Contractor, Contractor agrees to forward the request to County within 2 working days of receipt. County will be responsible for any denials of requested PHI.
11. Contractor agrees to make any amendments to PHI in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 within the time and manner specified in County's request. Contractor shall not respond directly to requests from Individuals for amendments to their PHI in a Designated Record Set. Contractor agrees to forward the request to County within 2 working days of receipt.
12. Contractor agrees to make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained or received by Contractor on behalf of County available to County or Secretary upon request of County or Secretary, in a time and manner designated by the County or the Secretary for purposes of the Secretary determining County's compliance with HIPAA.
13. Contractor agrees to document disclosures of PHI and information related to such disclosures as required for County to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528.
14. Contractor will make available, at a minimum, the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of

such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Contractor agrees to implement an appropriate record keeping process to comply with this Section.

15. Contractor agrees to provide County or an Individual, within the time and manner specified in the request from County or Individual, information under Item 13 of this Section, to permit County to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528.
16. Contractor must forward to County within 2 working days of receipt any request for restriction or confidential communications as described under 45 CFR 164.522 received from an Individual. Contractor must process such request in the time and manner as directed by County.
17. If Contractor conducts in whole or part electronic transactions on behalf of County for which HHS has established standards, Contractor will comply and require its subcontractors and agents to comply, with each applicable requirement of the HIPAA Electronic Transactions Rule under 45 CFR Parts 160 and 162 and of any operating rules adopted by HHS with respect to the standard transactions.

D. Termination:

1. Notwithstanding any other termination provisions in this Contract, County may terminate this Contract in whole or in part upon 5 working days written notice to Contractor if the Contractor breaches any provision contained in this Contract and fails to cure the breach to County's satisfaction within the 5 working day period; provided, however, that in the event termination is not feasible County may report the breach to the Secretary.
2. Upon termination of this Contract for any reason, Contractor will extend the protections of this Contract to any PHI that Contractor is required to retain under any provision of this Contract. The terms of this Contract shall remain in effect until all of the PHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI as agreed upon by County, protections are extended to such information, in accordance with the termination provisions in this Section.
3. The obligations of Contractor under this Section D shall survive termination of the Contract.

E. Remedies in Event of Breach: Contractor recognizes that irreparable harm will result to County, and to County business, in the event of breach by Contractor of any of the covenants and assurances contained in this Contract. As such, in the event of breach of any of the covenants and assurances contained in Section C above, County will be entitled to enjoin and restrain Contractor from any continued violation of Section C. Furthermore, in the event of breach of Section C by Contractor, County is entitled to reimbursement and indemnification from Contractor for County's reasonable attorneys' fees and expenses and costs, including notices the County is required to give as a result of any Breach of Unsecured PHI, that were reasonably incurred as a result of Contractor's breach. The remedies contained in this Section E are in addition to (and do not supersede) any action for damages and/or any other remedy County may have for breach of any part of this Contract. This provision in Section E shall survive termination of the Contract.

F. Interpretation: Any ambiguity in this Contract shall be resolved in favor of a meaning that permits County to comply with HIPAA and its implementing regulations.