

March 5, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Personal Services Contract with The Peer Company for households at risk of housing instability due to mental health and substance use. Contract Value is \$238,868.60 for 2 years. Funding is through Metro Supportive Housing Services Measure funds. No County General Funds are involved.

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|-------------------------------------|--|---------------------------|----------------|
| Previous Board Action/Review | No previous Board Action for this request. Not a new program or vendor | | |
| Performance Clackamas | Safe, Secure, and Livable Communities | | |
| Counsel Review | Yes - Ryan Hammond | Procurement Review | No |
| Contact Person | Vahid Brown, HCDD Deputy Dir. | Contact Phone | (971) 334-9870 |

EXECUTIVE SUMMARY: The Housing and Community Development Division (HCDD) of the Health, Housing & Human Services Department, requests approval of a Personal Services Contract with The Mental Health Association of Oregon (MHAO) dba The Peer Company for Peer Support Services to provide support and connection for community and resource connection for families and individuals at risk of losing housing due to symptoms of mental health and/or substance use disorders in Clackamas County.

This contract will provide a Peer Support Specialist who will be paired with a Qualified Mental Health Associate from the Clackamas County Behavioral Health Division. Together, they will provide intensive support and community connection. The Peer Support Specialists will deliver proactive outreach, engagement, and peer support with a caseload of up to 20 families at a time. They will develop relationships with local providers of housing, mental health, and substance use services in Clackamas County for client connection.

RECOMMENDATION: Staff respectfully request that the Board of County Commissioners approve the Personal Services Contract (12316) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
 Director of Health, Housing and Human Services

For Filing Use Only



CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #12316

This Personal Services Contract (this "Contract") is entered into between The Mental Health Association of Oregon dba The Peer Company ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of its Housing and Community Development Division of Clackamas County.

ARTICLE I.

- 1. Effective Date and Duration. This Contract shall become effective on January 1, 2026. Unless earlier terminated or extended, this Contract shall expire on December 31, 2027.
2. Scope of Work. Contractor shall provide the following personal services: Peer Support Services ("Work"), further described in Exhibit A.
3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Two Hundred Thirty-Eight Thousand Eight Hundred Sixty-Eight dollars and Sixty cents (\$238,868.60), for accomplishing the Work required by this Contract.
4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed.

Invoices shall reference the above Contract Number and be submitted to: HCDD-AP@Clackamas.us

- 5. Travel and Other Expense. Authorized: [] Yes [X] No
6. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, and Exhibit D.

7. Contractor and County Contacts.

Table with 2 columns: Contractor Administrator (Terry Leckron-Meyers) and Housing and Community Development Manager (Vahid Brown). Includes email and phone information for both parties.

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

1. Monitoring/Access to Records.

- a. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- b. **Performance Monitoring.** Contractor shall comply with County’s then-current performance monitoring practices for purposes of ensuring Contractor is performing the Work in accordance with the terms and conditions of the Contract. Each party shall bear their own costs and expenses incurred as a result of County’s monitoring of Contractor’s performance under the Contract. County’s performance monitoring practices may include, but are not limited to, the following:
 - i. **Site Reviews.** County may schedule on-site visits to review Contractor compliance with the Contract. Site visits are usually scheduled with provider, but County may, in its sole discretion, conduct a site visit without prior notice to Contractor.
 - ii. **Performance evaluations.** County may, in its sole discretion, require additional performance evaluations in addition to those already set forth in this Contract. The additional performance evaluations may be performed through a variety of quality assurance and evaluation processes. i.e. HMIS, benchmarks, etc. Contractor must comply and cooperate with any County performance evaluation requirements to ensure County may fully evaluate Contractor’s performance under this Contract.
 - iii. **Fiscal Compliance.** County may, in its sole discretion, conduct fiscal compliance reviews to ensure that financial records, systems and procedures conform to Generally Accepted Accounting Principles and are in compliance with all County and State of Oregon audit and accounting requirements.
 - iv. **File Compliance.** County may request periodic review of client files to ensure all required documentation is completed, services are being provided as contracted and client funds are being used in accordance with the County’s flex fund policy.

2. **Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

- 6. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. Indemnity, Responsibility for Damages.**
- a. **Indemnification and Defense of County.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.
 - b. **Indemnification and Defense of Metro.** The Contractor agrees to indemnify, defend, save and hold harmless Metro Regional Government ("Metro"), and its officers, elected officials, agents and employees from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Agreement. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Metro, nor purport to act as legal representative of Metro, without first receiving from the Metro attorney's office authority to act as legal counsel for Metro, nor shall Contractor settle any claim on behalf of Metro without the approval of the Metro attorney's office. Metro may, at its election and expense, assume its own defense and settlement.
- 8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

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

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

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Public Health, Contracts, 2051 Kaen Road, Suite 367, Oregon City, OR 97045 or email to publichealthcontract@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Terminations.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or

provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. Confidentiality.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(11)).

Contractor agrees to hold any and all information that it is required by law or that the County marks as "Confidential" to be held in confidence ("**Confidential Information**"), using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and will use the Confidential Information for no purpose other than in the performance of this Contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or

expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor shall execute the attached Qualified Service Organization Business Associate Agreement (QSOBAA) attached hereto as **Exhibit C** and incorporated by reference.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

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

30. Reporting Requirements. In performance of the Work, Contractor shall:

- a) Execute a Homeless Management Information System ("HMIS") Participation Agreement (attached hereto and incorporated by reference as **Exhibit D**) for purposes of using regionally administered HMIS software through a contract with regional partners and ensuring such use is in accordance with the HMIS provider's policies and procedures. County anticipates a new HMIS regional structure and contract will be implemented and upon such

implementation and transfer, Contractor shall, if determined by County to be necessary, execute a new HMIS Participation Agreement;

- b) Participate in the HMIS. As used herein, "participation" means:
 - i) Completing all necessary initial HMIS data entry training within one month of Contract execution;
 - ii) Collecting participant demographics and enter data electronically into HMIS into appropriate HMIS providers, which will be determined by HCDD;
 - iii) Complying with current HMIS Policy and Procedures and adhere to all HMIS reporting requirements;
 - iv) Ensuring that data entry into HMIS occurs in an accurate and timely manner within three (3) business days of program entry date;
 - v) Correcting data quality, missing information, and null data errors as specified by HACC's Supportive Housing Services (SHS) Data team within 14 days after the end of each fiscal quarter or as requested;
 - vi) Collecting and entering universal data elements, which include demographic information on all clients at entry, and all required SHS elements required by HUD, Metro, or other applicable federal, state, or local funding sources;
 - vii. Complying with all confidentiality policies and procedures regarding HMIS and the use of participant data; and
 - viii. Ensuring only authorized Contractor staff, trained by HCDD, access the HMIS software.
- c) Work with HCDD to continually improve performance targets; and
- d) Conduct a post-program exit follow-up assessments at 6 months post-exit and enter the results of that assessment into HMIS.

31. Reserved

32. Reserved

33. Reserved

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

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

The Mental Health Association of Oregon
 dba The Peer Company

Janie Gullickson
Janie Gullickson (Jan 21, 2026 20:03:15 PST)

Authorized Signature _____ Date _____
 Janie Gullickson Executive Director

Name / Title (Printed) _____
 165224-84

Oregon Business Registry # _____
 501c3 Oregon

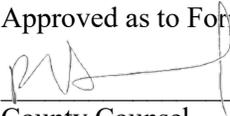
Entity Type / State of Formation _____

Clackamas County

 Signature _____ Date _____

Name: _____

Title: _____

Approved as to Form:
 _____
 County Counsel _____ Date 1/22/2026

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

A. Contractor agrees to provide:

1. Staffing:

- A. 1 FTE Peer Support Specialist (PSS) with experience working with individuals experiencing mental health and substance use disorders. The PSS must be credentialed by an appropriate board in the State of Oregon. PSS will be scheduled to work five eight-hour days, Monday-Friday.
- B. PSS will be paired with a Qualified Mental Health Associate (QMHA) from the Clackamas County Behavioral Health Division. Together the team (Behavioral Health Housing Retention Team—BHRT) will provide stabilization services including community and natural resource connection to individuals at risk of losing housing due to symptoms of mental health and/or substance use disorders.
- C. Supervision. The PSS will be supervised by and receive organizational support from the Contractor.
- D. Training. The Contractor will provide required onboarding trainings as well as ongoing learning opportunities related to providing peer support services in the community.
- E. Stabilization services must be documented in the Behavioral Health Division’s electronic health record. Organizational and staff requirements are included in agreement between the Contractor and BHD. Requirements include at a minimum compliance attestations, background checks and exclusion monitoring.
- F. Background check through the Oregon Health Authority’s Background Check Unit’s ORCHARDS.
- G. Exclusion monitoring of staff through the Office of Inspector General and System for Award Management databases at hire and monthly.
- H. Complaints about the peer service provision will be addressed by HCDD.

2. Duties of BHRT will be prioritized by HCDD within the scope of practice for a QMHA and PSS. Duties may include:

- A. Proactive outreach, engagement, and Peer Support: BHRT will carry a caseload of up to 20 families at any time and will provide intensive supports to help connect individuals/families to natural/community resources and stabilize housing security. Individual/ family must consent to receive services.
- B. Community Support: BHRT will build relationships with providers of housing, mental health, and substance use services in Clackamas County, and will help families/ individuals access these supports.
- C. De-escalation. Although BHRT is not intended to function as a “crisis responder” BHRT may be available to provide support and de-escalation strategies in the moment. If the individual presents as at risk of suicide or harm to others, or is in severe psychiatric distress, BHRT or on-site staff may contact the Clackamas County Crisis and Support Line to request evaluation by the Mobile Crisis Response Team.
- D. Trainings: MHSC and PSS may provide trainings and mental health/ substance use education/ consultation within their scope of practice as requested by HCDD.

3. Peer Agency will provide the PSS with a computer and cell phone.

4. Peer Agency will provide basic office supplies, such as pens, paper, and access to printing and photocopies.

5. PSS will participate in weekly team meetings.

B. HCDD agrees to provide:

1. Referrals for BHRT team response.
2. Training in housing requirements and introduction to individuals of support within HCDD.
3. Point of contact for housing navigation support for each individual/ family assigned to the team.

EXHIBIT B BUDGET

Program/Department:

| | |
|--|--------------------|
| FTE #: | 1.201 |
| Office: | Main |
| Revenue | FY25 Budget |
| 4001 Grants | |
| 4002 Services and Training | |
| 4003 Registrations and Sponsorship | |
| 4004 Contributions | |
| 4006 Pass-Through Revenue | |
| 4010 Restricted grants/contributions | |
| 4500 Other Revenue | |
| 4501 Interest Inc | |
| Uncategorized Income | |
| Total Revenue | 0.00 |
| Gross Profit | 0.00 |
| Expenditures | |
| 6000 Payroll and Related | |
| 6001 Payroll Expense | 69,943.84 |
| 6002 Payroll TX Exp | 7,728.79 |
| 6003 Employee Benefits | 11,454.27 |
| 6004 Workers Compensation | 748.40 |
| 6005 Employee Appreciation and Awards | 142.98 |
| Total 6000 Payroll and Related | 90,018.28 |
| 6100 Occupancy | |
| 6101 Rent Main Office | 202.12 |
| 6102 Rent WA Office | 0.00 |
| 6103 Other Rentals | |
| 6110 Phone | 602.85 |
| 6111 Utilities | 24.61 |
| 6112 Janitorial | 75.94 |
| Total 6100 Occupancy | 905.53 |
| 6120 Conference and training | |
| 6121 Conferences & Professional Development | 471.82 |
| 6253 Peerpocolypse Registration and Travel | 1,391.96 |
| Total 6120 Conference and training | 1,863.78 |
| 6200 Professional Services | |
| 6201 CPA Services | 371.74 |
| 6202 Payroll Services | 291.67 |
| 6204 Legal Services | |
| 6205 Sub-contracting | |
| Total 6200 Professional Services | 663.41 |
| 6250 Travel and related | |
| 6251 Per Diem | |
| 3,500.00 | |

| | |
|--|--------------------|
| 6252 Parking and Mileage | 1,000.00 |
| 6254 Company Vehicle Fuel | |
| Total 6250 Travel and related | 4,500.00 |
| 6300 Software Dues & Subscriptions | 961.52 |
| 6303 Database Dues & Subscriptions | 990.14 |
| Total 6300 Software Dues & Subscriptions | 1,951.66 |
| 6400 Printing & Postage | 66.43 |
| 6404 Canon Copies and Lease | 17.75 |
| Total 6400 Printing & Postage | 84.19 |
| 6402 Other Program Expenses | |
| 6140 Liability Insurance | 480.23 |
| 6304 Computers and Equip | 1,400.00 |
| 6401 Furniture & Equipment | |
| 6405 Fees, Licenses, Permits | 180.15 |
| 6450 Peer Needs | 1,200.00 |
| 6504 Supplies | 600.00 |
| 6600 Repairs & Maintenance | |
| 6700 Bank + CC Charges | |
| 6740 Marketing and Sponsorships | |
| Total 6402 Other Program Expenses | 3,860.38 |
| 6500 Pass-Through Expenditures | |
| Melio Service Fees | |
| Total Expenditures | 103,847.22 |
| Net Operating Revenue | -103,847.22 |
| Other Expenditures | |
| 6800 Internship Stipends | |
| 7000 Expense Reimbursement - TBA | |
| 8900 Service Recipient Additional Resources | |
| 8901 Recipient Housing (DOL use only) | |
| 8902 Recipient Transportation (DOL use only) | |
| Total 8900 Service Recipient Additional Resources | 0.00 |
| 9002 Indirect Rate Charge | 15,577.08 |
| 9003 Indirect Rate Adjustment | |
| Total Other Expenditures | 15,577.08 |
| Net Other Revenue | -15,577.08 |
| Net Revenue | -119,434.30 |

Program/Department:

| | |
|---|--------------------|
| FTE #: | 1.201 |
| Office: | Main |
| Revenue | FY26 Budget |
| 4001 Grants | |
| 4002 Services and Training | |
| 4003 Registrations and Sponsorship | |
| 4004 Contributions | |

| | |
|---|------------------|
| 4006 Pass-Through Revenue | |
| 4010 Restricted grants/contributions | |
| 4500 Other Revenue | |
| 4501 Interest Inc | |
| Uncategorized Income | |
| Total Revenue | 0.00 |
| Gross Profit | 0.00 |
| Expenditures | |
| 6000 Payroll and Related | |
| 6001 Payroll Expense | 69,943.84 |
| 6002 Payroll TX Exp | 7,728.79 |
| 6003 Employee Benefits | 11,454.27 |
| 6004 Workers Compensation | 748.40 |
| 6005 Employee Appreciation and Awards | 142.98 |
| Total 6000 Payroll and Related | 90,018.28 |
| 6100 Occupancy | |
| 6101 Rent Main Office | 202.12 |
| 6102 Rent WA Office | 0.00 |
| 6103 Other Rentals | |
| 6110 Phone | 602.85 |
| 6111 Utilities | 24.61 |
| 6112 Janitorial | 75.94 |
| Total 6100 Occupancy | 905.53 |
| 6120 Conference and training | |
| 6121 Conferences & Professional Development | 471.82 |
| 6253 Peerpocolypse Registration and Travel | 1,391.96 |
| Total 6120 Conference and training | 1,863.78 |
| 6200 Professional Services | |
| 6201 CPA Services | 371.74 |
| 6202 Payroll Services | 291.67 |
| 6204 Legal Services | |
| 6205 Sub-contracting | |
| Total 6200 Professional Services | 663.41 |
| 6250 Travel and related | |
| 6251 Per Diem | |
| 6252 Parking and Mileage | 1,000.00 |
| 6254 Company Vehicle Fuel | |
| Total 6250 Travel and related | 4,500.00 |
| 6300 Software Dues & Subscriptions | |
| 6303 Database Dues & Subscriptions | 990.14 |
| Total 6300 Software Dues & Subscriptions | 1,951.66 |
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| 6404 Canon Copies and Lease | 17.75 |
| Total 6400 Printing & Postage | 84.19 |
| 6402 Other Program Expenses | |

| | |
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| 6140 Liability Insurance | 480.23 |
| 6304 Computers and Equip | 1,400.00 |
| 6401 Furniture & Equipment | |
| 6405 Fees, Licenses, Permits | 180.15 |
| 6450 Peer Needs | 1,200.00 |
| 6504 Supplies | 600.00 |
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| 6700 Bank + CC Charges | |
| 6740 Marketing and Sponsorships | |
| Total 6402 Other Program Expenses | 3,860.38 |
| 6500 Pass-Through Expenditures | |
| Melio Service Fees | |
| Total Expenditures | 103,847.22 |
| Net Operating Revenue | -103,847.22 |
| Other Expenditures | |
| 6800 Internship Stipends | |
| 7000 Expense Reimbursement - TBA | |
| 8900 Service Recipient Additional Resources | |
| 8901 Recipient Housing (DOL use only) | |
| 8902 Recipient Transportation (DOL use only) | |
| Total 8900 Service Recipient Additional Resources | 0.00 |
| 9002 Indirect Rate Charge | 15,577.08 |
| 9003 Indirect Rate Adjustment | |
| Total Other Expenditures | 15,577.08 |
| Net Other Revenue | -15,577.08 |
| Net Revenue | -119,434.30 |

EXHIBIT C
QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

Contract # 12316

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into as of January 1, 2026 (“Effective Date”) by and between Clackamas County, on behalf of its Department of Health, Housing and Human Services (“Covered Entity”), and The Mental Health Association of Oregon dba The Peer Company (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

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

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

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

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

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

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.

- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

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

treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;

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

the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and

- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.
- 2.17 To not use or disclose PHI related to reproductive health care in accordance with the prohibitions set forth in 45 CFR 164.502 and 45 CFR 164.509, and to obtain an attestation before disclosing PHI potentially related to reproductive health care in accordance with 45 CFR 164.509.

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

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this Agreement, the Business Associate may:
 - a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

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

request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

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

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.
- If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

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

6.3 Effect of Termination.

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

SECTION VII – GENERAL PROVISIONS

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

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

Business Associate

The Mental Health Association of Oregon
dba The Peer Company

Covered Entity

Clackamas County

By: Janie Gullickson
Janie Gullickson (Jan 21, 2026 20:03:15 PST)
Signature Authority

Title: Janie Gullickson Executive Director

Date: Jan 21, 2026

By: _____
Signature Authority

Title: _____

Date: _____



Exhibit D

AGENCY CSS | CLACKAMAS COUNTY HCDD HMIS PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT ("Agreement") is between Clackamas County, a political subdivision of the state of Oregon ("County"), and [human services provider] ("Agency"), each of whom is a "Party" and collectively they are the "Parties." The effective date of the Agreement will be the date on which all Parties have signed the Agreement ("Effective Date").

Recitals

The Homeless Management Information System (HMIS) is a shared human services database that allows authorized personnel at homeless and human service provider agencies throughout Multnomah, Clackamas, and Washington counties (collectively, the "Metro Region"), to enter, track, and report on information concerning individuals receiving social services from a Party, or from another human service provider operating within the Metro Region Continuums of Care (CoC) (each individual, a "Service Recipient"), and to share information, subject to appropriate interagency agreements, on common Service Recipients. The "Comp Site" is a comparable, yet separate database that is used exclusively by agencies or programs that are designated as victim service providers (VSP). The primary HMIS that is not designated for VSPs is referred to herein as the "Live Site". Both the Live Site and the Comp Site are instances of Community Services software (CSS), formerly "ServicePoint."

In addition, the entity that hosts CSS, WellSky, accesses, uses, and discloses data in the Live Site, including for Service Recipient matching and claims data sharing, and to facilitate billing, payments, or claims-related activities by any insurance provider, payer, or similar third-party to Clackamas, Multnomah, and Washington counties. This Agreement sets forth the terms under which Agency and their partners will access either the Live Site or the Comp Site (as designated below). For agencies using the Live Site, this Agreement also sets forth the terms under which the Parties share Service Recipient data within the Live Site.

VSPs needing access to both the Live Site and the Comp Site must sign one of these forms for each site to which they require access.

Agency is using this form to gain access to the (*select one option*):

- Live Site
- Comp Site

Human service providers, such as Agency, can use CSS to:

- Improve coordinated care for and services to persons experiencing or at risk of homelessness in the Metro Region,

- Provide a user-friendly and high quality automated records system that expedites intake procedures, improves referral accuracy, and supports the collection of quality information that can be used for program improvement, service-planning and governmental accountability in the Metro Region, and
- Meet the reporting requirements of the U.S. Department of Housing and Urban Development (HUD), and other funders as needed.

In compliance with all state and federal requirements regarding Service Recipient confidentiality and data security, CSS is designed to collect and deliver timely, credible, quality data about services and persons experiencing or at risk of homelessness.

The Housing and Community Development Division (HCDD) serves as the HMIS Lead Agency for Clackamas County and, as such, is the lead entity for Clackamas County's use of the CSS Live Site, which is the primary HMIS software used by the Metro Region's CoCs. Multnomah County's Youth & Family Services, a division of the Department of County Human Services, serves as the Comp Site System Administrator for the Metro Region's CoCs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties identified in this Agreement agree as follows:

I. Privacy and Confidentiality

A. Protection of Service Recipient Privacy & Confidentiality

1. The Parties will comply with all applicable federal and state laws regarding protection of Service Recipient privacy.
2. The Parties will comply specifically with federal confidentiality regulations as contained in the *Code of Federal Regulations, 42 CFR Part 2*, regarding disclosure of substance use disorder records, as applicable.
3. The Parties subject to the *Health Insurance Portability and Accountability Act of 1996, 45 C.F.R., Parts 160 & 164*, and corresponding regulations established by the U.S. Department of Health and Human Services (HIPAA), as a HIPAA covered entity, will comply specifically with HIPAA, as applicable.
4. The Parties will comply with all privacy and security rules specified in Oregon Revised Statutes chapter 646A.
5. The Parties will comply with the terms of the *Privacy & Security Notice* and all other policies and procedures established by the County pertaining to protection of Service Recipient privacy. (Agency: see Sections 8 and 10.3(n) the *CSS Policies & Procedures* for more information.)
6. Agency will publish a privacy notice that minimally contains and is consistent with the whole of the *Privacy & Security Notice*. Agency's privacy notice will describe the purposes for which it collects, uses and discloses any data it stores in HMIS. HCDD may restrict the degree to which an agency privacy notice can diverge from the *Privacy & Security Notice*.

7. Agency will post a sign at each intake desk (or posted or shared via alternative feasible means) that summarizes the reasons for collecting required data and allowable data uses and disclosures.
8. Agency staff will verbally explain the reasons for collecting required data and allowable data uses and disclosures to Service Recipients at intake.
9. Agency will provide a copy of its privacy notice to any person upon request.
10. Agency will offer to explain any information that a Service Recipient indicates they do not understand. Agency will arrange for a qualified interpreter/translator, if requested.
11. Agency must maintain permanent documentation of all privacy notice amendments.
12. Live Site Only: If Agency maintains a public web page, Agency will post the current version of its privacy notice on the web page.
13. Agency will allow Service Recipients to inspect and receive a copy of their own data upon request.
14. Agency will consider any request by a Service Recipient to correct or adjust data about themselves. Agency is not required to remove information about Service Recipients but they may indicate that information is inaccurate or incomplete or supplement such information.
15. Live Site Only: The Parties will not solicit or enter information from Service Recipients into the Live Site if the information will be accessible by other Live Site participating agencies unless the individual has consented to such use and disclosure or it is required by the program, the funder, the HMIS Lead Agency HCDD and/or Multnomah County's Primary System Administrator or as otherwise permitted by law.
16. Live Site Only: The Parties will not divulge any confidential information received from the Live Site to any organization or individual without proper consent by the Service Recipient, unless otherwise permitted by the *Privacy & Security Notice* or applicable regulations or laws.
17. Agency will ensure that all Agency staff who receive direct access to CSS abide by the terms of this *Participation Agreement*, including all associated confidentiality provisions. Agency is responsible for oversight of its own related confidentiality requirements.
18. The Parties agree that each will ensure that all persons receiving direct access to CSS data will complete a formal training on privacy and confidentiality and demonstrate sufficient knowledge of that information, prior to accessing CSS.
19. The Parties acknowledge that ensuring the confidentiality, security and privacy of any information downloaded from the system is strictly the responsibility of the Party whose user downloads or directly receives said information.

B. Interagency Sharing of Information (Live Site Only)

1. All forms provided by the County regarding Service Recipient privacy and confidentiality are shared with Participating Agencies as generally applicable models that may require specific modification to meet each Party's specific

- rules. The Parties will review and revise all such forms as needed to assure that they are in compliance with all applicable laws, rules and regulations.
2. Agency's routine data sharing practices within CSS will be specified by Agency in the then current version of the Interagency CSS Data Sharing Specifications ("Data Sharing Specs") document, available below as **Exhibit A**.
 - a. The Data Sharing Specs may act as a standalone document.
 - b. The Data Sharing Specs may be signed once for all Agency programs.
 - c. The Data Sharing Specs may be signed separately for different Agency programs in the event that Agency's programs require different data sharing settings within CSS.
 - d. Agency will return completed Data Sharing Specs document(s) HCDD. Unless HCDD provides written permission for Agency to apply their own specified settings in HMIS, HCDD will set Agency's Data Sharing Specs.
 3. Agency must receive and document informed consent from a Service Recipient, their parent or those authorized to sign on their behalf before sharing any of their identifying information with any third-party for any purpose that is not already allowable under the *Privacy & Security Notice*. Any consent forms used for data disclosures not allowable under the *Privacy & Security Notice* must contain terms substantially similar to the terms of this Agreement.
 4. Agencies with whom Service Recipient information is shared by Agency are each responsible for obtaining appropriate consent(s) for any further sharing of Service Recipient records that is not already allowable under the *Privacy & Security Notice* or applicable law.
 5. Each Party bears primary responsibility for oversight for all sharing of data it has entered or received from CSS, or verified in CSS.
 6. All collected release forms, either physical or digital, must be accessible to each Party, as needed. Release Forms will be made available to the County for periodic audits. Each Party will retain these Release Forms for a period of at least seven years, after which time the forms will be destroyed in a manner that ensures Service Recipient confidentiality is protected.
 7. Service Recipients who decline to authorize the sharing of their information with other Participating Agencies cannot be denied services for which they would otherwise be eligible.
 8. If a Service Recipient has previously permitted Agency to share information with other agencies within HMIS and then chooses to revoke some or all of that permission, Agency will contact partner agency/agencies at its discretion and explain that, at the Service Recipient's request, portions of that Service Recipient record will no longer be shared. County will then "lock" those portions of the record in HMIS impacted by the revocation, as necessary, thereby preventing other agencies' access to those portions.
 - a. Service Recipient consent or revocation of consent to share their data has no impact on the sharing of data points that are automatically shared globally in the HMIS implementation, as identified in the *Privacy & Security Notice* and the Data Sharing Specs.

C. Custody of Data

1. Agency acknowledges, and County agrees, that Agency retains ownership over its own information stored outside of CSS. As between the Parties, the data inputted by the Agency into CSS is owned by the County. Provided, however, and to the extent permitted by applicable law, including but not limited to HIPAA, each Party grants to the other a non-exclusive, royalty-free, irrevocable license to use the data each stores in CSS for any lawful purpose, including compliance, reporting, research, analytics, and administration, and to authorize others to do the same on their behalf. This license will survive termination of this Agreement.
2. In the event that Multnomah County's Department of County Assets ceases to serve as the implementation administrator for CSS in the Metro Region, the custodianship of the data within CSS will be transferred to another organization for continuing administration, and Agency will be informed in a timely manner.

II. Data Entry and Regular Use of CSS

1. Agency will abide by the most recent version of all applicable policies and procedures. Agency will remain informed of all CSS updates and policy changes.
2. Agency will comply with funder, federal, state and local requirements related to data collection, data entry, particularly with regard to data completeness, accuracy, timeliness and reporting. At minimum, data collection and entry requirements include the HUD Universal Data Elements (UDE) and funder-required Program Specific Data Elements (PSDE), unless such requirements are waived by funder and/or HCDD. See latest HUD Data Standards or reach out to HCDD for more information on UDE and PSDE.
3. If a Party identifies changes that it believes should be made to any data in CSS, the Party will follow the procedures for making changes to data that are set forth in the *CSS Policies & Procedures*.
4. Agency will routinely review the information it has entered into CSS. Agency will correct inaccuracies and any information that is inconsistent with established data standards and practices.
5. Agency will resolve outstanding corrective actions from County compliance monitoring activities.
6. Neither Party will knowingly provide the other with inaccurate information to be added to CSS.
7. Participating Agencies will provide accurate contact information to HCDD.
8. Agency will utilize CSS information and data for authorized business purposes only.
9. Agency will establish and maintain an information security program that is compliant with all relevant federal and state laws and otherwise designed to: (i) offer adequate IT, including hardware and software, to support its use of CSS; (ii) ensure the security and confidentiality of all used information systems, including CSS; (iii) protect against any anticipated threats or hazards to the security or integrity of the information systems; (iv) protect against unauthorized access, modification, or use of the information systems; (v) ensure the proper disposal of data stored or exchanged on the information systems; and (vi)

- ensure that all its employees, agents, permitted subcontractors, and third-party processors, if any, comply with all of the foregoing.
10. Transmission of material in violation of any United States Federal or state regulations is prohibited.
 11. Neither Party will use CSS data with intent to defraud the federal, or any state or local government, or an individual entity, or to conduct any illegal activity.
 12. Agency agrees that HCDD, the local CoC Planning Committee, the Primary System Administrator or the Comp Site System Administrator may convene local or regional user meetings to discuss procedures, updates, technical assistance, training topics, policy and practice guidelines, data analysis, and software/hardware upgrades. Agency will designate at least one specific staff member, preferably in the Agency Administrator role, to regularly attend user meetings. See the *CSS Policies & Procedures* for more information about the Agency Administrator role.
 13. Agency will incorporate procedures for responding to Service Recipient concerns regarding use of CSS into its existing grievance policy.
 14. Agency will designate one or more representatives, as feasible, to relevant data-related meetings, as convened by County.

III. End Users

1. Agency will identify and approve their own End Users. End Users are people who access and use CSS.
2. Unless waived in writing by HCDD, Agency will provide valid agency email addresses to all End Users.
3. Agency will confirm that all End Users within the agency have signed an EULA, read required policies and taken required training prior to accessing CSS.
4. Agency will notify HCDD about an End User's termination of employment as soon as possible following the termination.
5. Agency will designate at least one End User to be the "Agency Administrator" for Agency. Agency Administrators are end users working within a Participating Agency that hold additional administrative responsibilities with regard to the agency's use of CSS. These responsibilities are specified in the Roles & Responsibilities section of the *CSS Policies & Procedures*.
6. Unless otherwise waived by HCDD, Agency will ensure that all responsibilities of Agency Administrator(s), as delineated in *CSS Policies & Procedures*, are met.

IV. Publication of Reports

1. Agency agrees that it may only publicly release aggregated information generated by CSS that is specific to its own services. Agency agrees to avoid any publication of non-aggregated Service Recipient data from CSS.
2. Agency acknowledges that the release of aggregated information will be governed through policies established by relevant committees operating at the implementation level for regional or statewide analysis and at the CoC-level for community-level analysis. Such information will include qualifiers such as

coverage levels or other issues necessary to fully explain the published findings.

V. Hold Harmless

1. County and its CSS partners make no warranties, expressed or implied. Agency, at all times, will indemnify and hold County harmless from any damages, liabilities, claims, and expenses that may be claimed against Agency; or for injuries or damages to Agency or another party arising from participation in CSS; or arising from any acts, omissions, neglect, or fault of Agency or its agents, employees, licensees, or Service Recipients; or arising from Agency's failure to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. This Agency will also hold County harmless for loss or damage resulting in the loss of data due to delays, non-deliveries, mis-deliveries, or service interruption caused by WellSky, by Agency's or other member agency's negligence or errors or omissions, as well as natural disasters, technological difficulties, and/ or acts of God. County shall not be liable to Agency for damages, losses, or injuries to Agency or another party other than if such is the result of gross negligence or willful misconduct of County. County agrees to hold the Agency harmless from any damages, liabilities, claims or expenses caused solely by the negligence or misconduct of the County.
2. Agency agrees to keep in force a comprehensive general liability insurance policy with combined single limit coverage of not less than five hundred thousand dollars (\$500,000). Said insurance policy shall include coverage of Agency's indemnification obligations under this Agreement.
3. Provisions of this Article IV shall survive any termination of the Agreement.

VI. Terms and Conditions

1. The Parties agree that this Agreement is the complete and exclusive statement of the agreement between Parties regarding access to data from CSS and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of the Agreement.
2. Agency shall not transfer or assign any rights or obligations under the Agreement without the written consent of the County.
3. The Agreement shall remain in force until revoked in writing by either party, with 30 days advance written notice. The exception to this term is if allegations or actual incidences arise regarding possible or actual breaches of the Agreement. Should such situations arise, Wellsky may immediately suspend access to HMIS until the allegations are resolved in order to protect the integrity of the system.
4. This Agreement may be modified or amended by written agreement executed by the Parties with 30 days advance written notice. Each Party agrees to provide written notification to the other within a reasonable time if the Party shifts responsibility for performances described in the Agreement from the

- departments or agency identified in the Agreement to another department, agency, or entity.
5. County may assign the Agreement upon due written notice to the Agency.

ASSURANCE

[Name of Agency] assures that the following fully executed documents will be on file and available for review.

- ❑ The Agency’s official Privacy Notice (along with any other confidentiality policies, if not contained in the *Privacy & Security Notice*)
- ❑ The Agency’s grievance policy, including a procedure for external review
- ❑ A fully executed *End User License Agreement* for all CSS End Users
- ❑ Live Site Only: Executed CSS Service Recipient Release of Information forms
- ❑ Live Site Only: Other Executed Agency *Authorizations for Release of Information* as needed

IN WITNESS WHEREOF, the parties have entered into this Agreement:

AGENCY:

CLACKAMAS COUNTY:

Live Site: Housing and Community
Development Division
Comp Site: MultCo Youth & Family
Services

By: _____
[Name of Agency Representative]

By: _____
[Name of County or Comp Site
System Administrator]

Title: _____
Title: HMIS Administrator

Date: _____ Date: _____

Exhibit A
INTERAGENCY CSS DATA SHARING SPECIFICATIONS

Complete this form to share or restrict different types of Service Recipient data for your agency. With exception to the data specified in the paragraph below, data shared by your agency are accessible within CSS to End Users working in other CSS-participating agencies in Multnomah County, so long as Service Recipients also consent to share their data through the locally approved modality.

Some information must be shared within CSS, regardless of Service Recipient consent, in order to minimize the creation of duplicate records. The following Service Recipient information is automatically shared with all CSS End Users in Clackamas, Multnomah and Washington Counties: First & Last Name, Name Data Quality, Social Security Number (if applicable), SSN Data Quality, Gender, Veteran Status, and Age.

See the *Privacy & Security Notice* for more information.

This form may be signed at the Agency level or for specific programs. Indicate the programs for which the following data sharing settings will apply. A separate form is required for remaining programs if this form is used to define sharing settings for specific programs.

- Use this form to define data sharing settings for all Agency programs.
- Use this form to define data sharing settings for only the following programs:

Identify the programs for which data sharing applies, if data will not be shared equally for all Agency programs:

Select sharing settings for each of the following “Static” data elements.

-
- **Client Demographics**: Date of Birth, Date of Birth Type, Gender, Race, Ethnicity

- Share** these data points.
- Cannot share** these data points due to regulations.

Indicate _____ regulations:

-
- **Entry/Exit:** Entries to and exits from program(s)

- Share** these data points.
- Cannot share** these data points due to regulations.

Indicate _____ regulations:

-
-
- **Needs:** Includes needs, service transactions & referrals

- Share** these data points.
- Cannot share** these data points due to regulations.

Indicate _____ regulations:

-
-
- **Case Manager:** Name, login provider and phone number of identified case manager

- Share** these data points.
- Cannot share** these data points due to regulations.

Indicate _____ regulations:

Select sharing settings for “Dynamic” data elements.

- **Assessment Data:** Data points captured in assessments. Select only one option below.

- Share all** assessment data.
- Cannot share** assessment data due to regulations.

Indicate _____ regulations:

- Share data from only the following assessments:**

Identify _____ assessments _____ to share:

Rationale for limited sharing: _____

~