



CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001211 H3S #11891

This Personal Services Contract (this “Contract”) is entered into between The Mental Health & Addiction Association of Oregon (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Health, Housing and Human Services Department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. This Contract shall expire on December, 31, 2029 unless otherwise terminated or extended by the parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: Peer Delivered Services (“Work”), further described in RFP 2024-118 in “**Exhibit A**” and Contractor’s Proposal in “**Exhibit B**”, both attached hereto and incorporated herein.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds an amount not to exceed **Six Hundred and Three Thousand Nine Hundred and Sixty-Two Dollars and Ninety cents (\$603,962.90)** for accomplishing the Work required by this Contract. The not to exceed amount is based on annual estimates for Contractor’s services as follows:

Year-one	FY24-25	May 1 – December 31, 2025	\$80,920.00
Year two	Fy 25-26	January 1 – December 31, 2026	\$125,021.40
Year three	FY 26-27	January 1 – December 31, 2027	\$128,772.04
Year four	FY 27-28	January 1 – December 31, 2028	\$132,635.20
Year five	FY 28-29	January 1 – December 31, 2029	\$136,614.26

Consideration rates are on a reimbursement basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Invoices shall reference the above Contract Number and be submitted to: PubichealthfiscalAP@clackamas.us
- 5. Travel and Other Expense.** Authorized: ☐ No ☒ Yes
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A , Exhibit B and Exhibit C.

7. Contractor and County Contacts.

Contractor Administrator: Janie Gullickson Phone: 503-922-2377 Email: jgullickson@mhaoforegon.org	County Administrator: Apryl Herron Phone: 971-334-0516 Email: AprylHer@clackamas.us
----------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------

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

ARTICLE II.

1. **Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
3. **Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
5. **Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
6. **Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
7. **Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.

<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.
<input checked="" type="checkbox"/> Required – Medical Liability endorsement with limits not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.

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

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, 34, 35, and 36, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County’s right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County’s sole discretion. In addition to any provisions the County may require, Contractor shall include in any

permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. Successors in Interest. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. Tax Compliance Certification. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

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

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

20. Remedies. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. No Third Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

22. Time is of the Essence. Contractor agrees that time is of the essence in the performance of this Contract.

23. Foreign Contractor. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

24. Force Majeure. Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. Waiver. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

26. Public Contracting Requirements. Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. Confidentiality. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(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 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. Key Persons. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

31. Reserved.

32. Reserved.

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

34. **Reporting Requirements:**

Contractor will submit reports, including performance metrics to County’s Public Health Division each month. Reports will include qualitative and quantitative data on program participants. At minimum, quantitative data will include:

- Number of referrals received for those at-risk of an overdose or with a substance use disorder
- Number of patients who are referred to treatment and recovery support services.
- Type of treatment patient is referred to.
- Number of naloxone kits distributed.
- Number of participants provided peer recovery mentor support.
- Number of participants linked recovery supports including housing, employment, healthcare and basic needs.

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

36. **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 & Addiction Association Of Oregon	Clackamas County
_____	_____
Authorized Signature	Signature
Date	Date
_____	Name: _____
Name / Title (Printed)	Title: <u>Chair</u>
<u>165224-84</u>	Approved as to Form:
Oregon Business Registry #	
<u>DNP/OR</u>	_____
Entity Type / State of Formation	County Counsel
	Date

EXHIBIT A
RFP 2024-118



REQUEST FOR PROPOSALS #2024-118

FOR

SUBSTANCE USE PEER DELIVERED SERVICES

BOARD OF COUNTY COMMISSIONERS

TOOTIE SMITH, Chair
PAUL SAVAS, Commissioner
MARK SHULL, Commissioner
MARTHA SCHRADER, Commissioner
BEN WEST, Commissioner

Gary Schmidt
County Administrator

Thomas Candelario
Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: **February 11, 2025**

TIME: **2:00 PM, Pacific Time**

PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>

SCHEDULE

Request for Proposals Issued.....	January 8, 2025
Protest of Specifications Deadline.....	January 15, 2025, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	January 29, 2025, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	February 11, 2025, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

TABLE OF CONTENTS

Section 1 – Notice of Request for Proposals

Section 2 – Instructions to Proposers

Section 3 – Scope of Work

Section 4 – Evaluation and Selection Criteria

Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, February 11, 2025** (“Closing”), to provide **Substance Use Peer Delivered Services**. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-0000012486 .

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

Submitting Proposals: Bid Locker

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum.
LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects> .

Contact Information

Procurement Process and Technical Questions: Thomas Candelario, tcandelario@clackamas.us

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for

award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.28 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide **Substance Use Peer Delivered Services**

Clackamas County's Public Health Division is seeking qualified (as defined in the sections below) organizations to provide peer delivered support services in the area substance use. Services are to be provided within Clackamas County and serve Adults 18 years and older who have recently survived an opioid or illicit drug overdose or individuals with a substance use disorder (opiates, fentanyl, methamphetamine or other illicit substance) living in Clackamas County who may or may not currently be in recovery. This includes adults and families residing in Clackamas County or individuals moving to Clackamas County upon release from a correctional facility or substance use treatment in-patient facility, or hospital. The County intends to enter into one contract as a result of this solicitation.

In submitting a response to this Request for Proposals, the Proposer certifies that paid staff providing services under any contract issued will be paid a living wage and receive appropriate benefits.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

Project Hope: Recovery supports for overdose survivors and those navigating the road to recovery

This position will function as part of the Project Hope team. This team consists of community paramedics, case manager, project coordinator and peers that specifically respond to opioid and illicit substance use and overdose in the community and provide follow up services. This team works in close partnership with several community partners providing referrals, including Clackamas Health Centers, Clackamas County Jail, EMS, Parole and Probation, local emergency departments, and other community partners.

Since 2010 Clackamas County Health, Housing and Human Services (H3S) has worked to create a comprehensive Peer Delivered Services System of Care. We support a system of care that promotes an individual's resiliency and recovery from substance use and believe that peer support is a critical element of recovery. Peer Services support this system by ensuring individuals and families are empowered and drive the process of reaching and sustaining recovery, wellness, and resilience while building an inclusive community.

The term "peer" refers to a person who self-identifies as an individual who is, or has been the recipient of inpatient or outpatient addiction treatment services and are successfully living in recovery. Peers provide support to an individual who has similar lived experiences.

The peer provides the support needed to help individuals in treatment and early recovery access opportunities to strengthen their path to long-term recovery. They will assist individuals in developing a plan that includes wellness and recovery goals and will encourage and motivate individuals to complete the tasks and achieve the goals laid out in the plan. Peer services are designed to be flexible and to meet the unique needs of each individual.

The outcome of this Request for Proposal process will be the availability of one full-time Peer Support Specialist who will provide support services to individuals with a substance use disorder living in Clackamas County who may or may not currently be in recovery. The Peer Support Specialist will be embedded within the Project Hope team and services will be provided to individuals who may also require support within other systems such as workforce, mental health, justice, child welfare, and others.

3.3. SCOPE OF WORK

3.3.1. Scope:

1. Provide: 1 FTE (40 hours per week) Peer Support Specialist with at least 2 continuous years of recovery from opioid/illicit substance addiction and preferably with mental health lived experience. Additionally, Peer Support Specialists will have at least 1 year of experience providing peer support/peer mentoring.

a. The Peer Support Specialist will be responsible for the following:

- 1:1 peer support for recent overdose survivors who may or may not currently be in recovery
- Referrals to community resources
- “Bridging services” to those wanting to access treatment and other recovery supports
- Receive referral from various community partners
- Substance Use Disorder system navigation supports
- Assistance to individuals in identifying wellness and recovery goals
- Document supports provided to each individual
- Collaborating with diverse stakeholders and partners within Project Hope
- Participation in weekly team meetings to better coordinate service delivery

b. Provider’s FTE must meet the following requirements:

Proposer shall complete the following for all staff employed as a part of a contract resulting from this RFP:

- A successful criminal history records check through the State of Oregon Background Check Unit ("BCU") compliant with ORS Chapter 181 and OAR 407-007-0000 to OAR 407-007- 0370.
- Positive clearance through the General Services Administration System for Award Management ("SAM") at time of hire and monthly thereafter; and
- Review appropriate education and academic degrees;
- Review licenses or certificates, as required;
- Review relevant work history or qualifications;
- Document and certify that the staffs education, experience, competence, and supervision are adequate to permit the staff to perform the assigned duties

In addition, Proposer shall ensure all staff with direct one-on-one contact with the County residents:

Complete Oregon Health Authority approved training program for Peer Delivered Services and adherence to all requirements in the Traditional Health Worker administrative rules including, OAR 410-180-0300 to OAR 410-180-0380 certification and continuing education, and shall demonstrate (a) The ability to support others in their

recovery or resiliency; and(b) Personal life experience and tools of self-directed recovery and resiliency.

Proposer shall not permit any person to provide services under this Contract if that person is listed on the non-procurement portion of the General Service Administration's SAM in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (2 CFR Part 180).

In addition, Proposer shall not permit any person to provide services under this Contract who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid providers by the Centers for Medicare and Medicaid Services or who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 "Program Integrity - Medicare and State Health Care Programs Subpart B".

2. Provider will ensure there is not gaps in coverage. Is must backfill vacant positions to preserve service delivery

3.3.2. Reporting Requirements:

Awardees will submit reports, including performance metrics to Clackamas County Public Health Division each month. Reports will include qualitative and quantitative data on program participants. At minimum, quantitative data will include:

- Number of referrals received for those at-risk of an overdose or with a substance use disorder
- Number of patients who are referred to treatment and recovery support services.
- Type of treatment patient is referred to.
- Number of naloxone kits distributed.
- Number of participants provided peer recovery mentor support.
- Number of participants linked recovery supports including housing, employment, healthcare and basic needs.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **December 31, 2025**, with the option for four (4) additional one (1) year renewals thereafter subject to the mutual agreement of the parties.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract, for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- ☐ Article I, Paragraph 5 – Travel and Other Expense is Authorized
- ☒ Article II, Paragraph 28 – Confidentiality
- ☒ Article II, Paragraph 29 – Criminal Background Check Requirements
- ☒ Article II, Paragraph 30 – Key Persons

☐ Article II, Paragraph 31 – Cooperative Contracting

☒ Article II, Paragraph 32 – **ABUSE REPORTING.** Contractor shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 407-045-0250 through 407-45-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

☐ Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- ☒ 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.
- ☒ Professional 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 damages caused by error, omission or negligent acts.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- ☒ Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.
- ☒ Required – Medical Liability endorsement with limits not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$3,000,000 for damages caused by error, omission or negligent acts.

SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
General Information	0-25
Program Design	0-25
Staffing Plan and Development	0-25
Quality Assurance	0-15
Cost	0-10
Available points	0-100

- 4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

5.1.2. Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascountry/BidLocker>.

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

Provide the following information in the order in which it appears below:

Proposer's General Background and Qualifications: (0-25 Points, Page Limit: 2, plus Organizational Chart)

Proposals must include the following general organizational information:

- Organization's mission statement and organizational goals.
- Organization's history, relevant experience and capacity to provide peer support services consistent with the Project Hope scope of work.
- Current relationships your organization has with system partners including Clackamas County Emergency Medical Service (EMS) agencies, hospitals, the county jail, Clackamas Health Centers, and other system partners.
- Organizational Chart and a clear description of the management and governance of the organization (include as attachment).

Scope of Work

Service Delivery: (0-25 Points, Page limit:2)

Please describe the following:

- The plan and/or planning process used to ensure the scope of individual peer services and supports are defined and driven by the individual receiving the support.
- Any training provided and/or certification(s) of peer support staff, paid or unpaid.
- Your organizations ability to provide culturally-responsive services including services to persons whose primary language may not be English.
- Your organizations plan to preserve service delivery in the event the Peer Support Specialist is out ill, on vacation, out of office, etc.

Staffing Plan and Development (0-25 Points, Page limit: 2)

Please describe the following:

- Supervision procedures and support for staff
- How your organization identifies and assures that peer providers have lived experience relevant to the role of peer providers.
- How your organization promotes self-care and provides specific accommodations when necessary.
- Plan for training and staff development.

Quality Assurance (0-15 Points, Page limit: 2)

Please describe the following:

- Organizational outcome measures and how they are measured and monitored.
- Organization's process for protecting client confidentiality. Do you have a written policy addressing this topic?
- Organization's process for ensuring continuous quality improvement.
- Plan for organizational sustainability.

Please provide a fee schedule. List the not-to-exceed amount you propose. Monthly fees under contracts resulting from this RFP shall be calculated by dividing the budget for the initial contract term by the number of months it encompasses. Fees for renewed contracts resulting from this RFP will be calculated according to renewal negotiations and/or the conditions outlined in "Section 1" of this RFP.

5.4. Fees (0-10 Points, Page limit 1)

Fees should be on a time and material with a not to exceed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2024-118

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: _____ Date: _____

Signature: _____ Title: _____

Email: _____ Telephone: _____

Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☐ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: _____

EXHIBIT B
CONTRACTOR'S PROPOSAL

MHAAO Response to RFP #2024-118 for Substance Use Peer Delivered Services

1. General Background and Qualifications

MHAAO's Mission & Goals:

For far too long, Oregon has remained in an ever-evolving addiction and mental health crisis, one that has become an undeniable presence in our communities. Sadly, access to care remains heartbreakingly low for many. As Oregon's leader in peer support services, The Mental Health and Addiction Association of Oregon (MHAAO) is dedicated to addressing these critical gaps in access to care by providing participant-centered recovery support services all from the lens of lived experience, having been there ourselves. Our mission is to empower those we serve to determine the services they want and direction they would like to go in. We achieve this through peer support, advocacy, and recovery support services, ensuring that those facing substance use and mental health challenges find hope and receive the guidance and resources necessary to achieve long-term wellness. Our approach is trauma-informed, person-centered, and rooted in lived experience, ensuring that recovery is led by and for those with firsthand understanding of these challenges.

MHAAO works to expand access to services by providing direct support to individuals navigating substance use challenges, including those recovering from overdose. We strengthen cross-sector collaboration by integrating peer support within healthcare, behavioral health, law enforcement, and social services, creating a comprehensive network of care. Our goal is to promote self-efficacy and long-term stability by equipping participants with the tools, resources, and support networks needed to sustain recovery.

Experience & Capacity:

With a proven history of delivering peer support services across Oregon, MHAAO has been a key leader in developing a peer-led approach that prioritizes accessibility, empowerment, and long-term success. Operating more than 40 direct-service peer support programs across diverse settings, including jails, hospitals, institutions, and community health centers, MHAAO has the capacity, expertise, and infrastructure to meet individuals where they are in their journey. Our deep understanding of navigating complex systems ensures that participants receive coordinated, person-centered care that aligns with their unique needs.

MHAAO was first awarded the Overdose Recovery Peer Services Program contract in 2018 as part of Clackamas County's Project Hope initiative. Since then, we have successfully provided peer-delivered support to individuals who have survived an opioid overdose requiring emergency medical response. Our Peer Support Specialists (PSSs) work directly with Clackamas County Public Health Division, Emergency Medical Services (EMS), and the Clackamas County Jail to ensure timely intervention, the offer of recovery support, and linkage to critical resources. By embedding our team within the county's broader ecosystem, we maintain strong, collaborative relationships with system partners to assist individuals navigating substance use disorders, overdose recovery, and reintegration after incarceration or hospitalization.

The demand for peer support services has grown significantly in recent years, particularly in response to the escalating addiction crisis and the lasting effects of the COVID-19 pandemic. During the pandemic, peer support proved to be one of the most adaptable service models, seamlessly transitioning to virtual platforms while continuing to meet the needs of the people we serve. As services have shifted back to in-person delivery, the critical importance of fostering community connections has become even more evident. In response, MHAAO established the Recovery Campus, a dedicated hub for peer engagement, resource planning, goal

setting, and peer-facilitated groups and classes. This innovative space enhances our ability to offer person-centered support, strengthen natural support systems, and promote long-term wellness.

MHAAO's extensive experience, established partnerships, and commitment to innovation uniquely position us to continue leading and expanding Project Hope. Our approach goes beyond crisis response, focusing on building a trusting relationship with individuals following an overdose experience through comprehensive, trauma-informed, and person-centered peer support. We remain dedicated to adapting and evolving to meet both immediate and long-term needs of individuals in Clackamas County, ensuring that peer support remains a vital, accessible, and transformative resource for those we serve.

System Partnerships:

Collaboration is a core component of MHAAO's service model. Our strong relationships with system partners allow for a seamless continuum of care. We work closely with Clackamas County Health Centers, including Beavercreek and Sunnyside, engaging in biweekly meetings to coordinate referrals and participant support. Our partnership with Clackamas County Jail enables us to provide in-jail peer support, transition planning, and post-release services, ensuring continuity of care for justice-involved individuals. Through our connection with EMS, we engage overdose survivors in immediate support and follow-up services.

MHAAO also collaborates with key partners in housing, treatment, and crisis support. We work with Recovery Works NW, Bridges to Change, Parrot Creek, and Transcending Hope to connect individuals to treatment and transitional housing, while Fathers Heart plays a crucial role in meeting urgent short-term needs. Our partnership with Providence Health has become instrumental in expanding our referral network and reaching more individuals in need of peer support services. We also coordinate with the Domestic Violence Resource Center, ensuring that participants have access to legal services and support groups tailored to those impacted by domestic violence. To further support youth and families affected by addiction, we collaborate with 4D Recovery, Harmony Academy, and NW Family Services to expand access to younger populations.

MHAAO operates with a structured, team-based approach that ensures continuity of care and ongoing quality improvement. Our PSSs meet weekly with Clackamas County teams, alternating between in-person and virtual check-ins, to discuss what is working well, identify challenges, and refine strategies for participant support. Biweekly meetings with Beavercreek and Sunnyside Clinics further enhance coordination, ensuring that participants receive the best possible care. MHAAO utilizes data-driven program refinement, tracking referral trends, participant engagement, and service outcomes to continuously improve program effectiveness. Through these collaborative efforts and a commitment to innovation, MHAAO remains dedicated to enhancing peer-led substance use recovery services in Clackamas County. Our success in delivering Project Hope demonstrates our capacity to continue supporting this critical initiative while exploring new opportunities for growth and impact.

Organizational Chart



MHAAO utilizes an inverted organizational chart to reflect our approach of prioritizing those served and supporting the peer support specialists who work directly with them. This model places community members served at the top and senior leadership, including the Executive Director, at the foundation. The role of leadership is to support, elevate, and equip our peer workforce, reinforcing our mission-driven approach that centers on well-being and recovery at every level.

Our organizational structure includes essential departments: Programs, Training & Outreach, Operations, Finance, Development/Marketing/Communications, and People & Culture. These departments ensure comprehensive support for MHAAO's expanding range of initiatives, both new and ongoing. Under the guidance of Executive Director Janie Gullickson and Deputy Director John Karp-Evans, our 200-strong team continues to grow, keeping pace with community needs.

MHAAO is governed by a Board of Directors, with a majority having lived experience as specified in our bylaws. This governance structure grounds decision-making in real-life insights, ensuring our services remain empathetic, authentic, and mission-aligned.

2. Scope of Work

MHAAO's approach to service delivery ensures that all peer services and support are driven by the individual receiving care, emphasizing voice, choice, and self-determination. Whether a referral comes from the jail system or a community partner, the goal remains the same; to empower individuals to shape their journey with the guidance and support of a Peer Support Specialist. PSSs act as advocates, guides, and sources of hope, drawing from their own lived experiences to foster connection and motivation, but ultimately, the process is led by the individual.

Jail-Based Referrals & Support: Referrals from the Clackamas County Jail are received electronically through a secure system, allowing PSSs to efficiently track and engage with individuals who have expressed a desire for support. PSSs visit the jail four days a week, meeting individuals in the Attorney Visitor Room after they have disclosed their interest in support, recovery, harm reduction, or resource navigation. During this initial meeting, the PSS learns what support the person is seeking such as recovery services, connection to treatment programs, self-help groups, housing, obtaining identification, or accessing food benefits.

While the individual remains incarcerated, the PSS works to bridge the gap between the individual we serve, the jail, and the court system, ensuring that they have an advocate to walk beside them throughout the legal process. Once released, the PSS and peer meet regularly to work together and adapt the peer's goals as circumstances change and milestones are achieved. One of the primary challenges in this work is consistent communication post-release, as many of the people we serve lack reliable phone access. To mitigate this, PSSs coordinate closely with Clackamas County's Case Manager and Care Coordinator, who assist in identifying funding for phones and other essential resources to ensure individuals stay connected to their support network.

Community-Based Referrals & Support: Referrals from community partners such as health centers, emergency medical services, and treatment providers follow a similar electronic intake process. Once referred, a PSS reaches out to schedule an appointment at a location of the individual's choosing, whether that be a coffee shop, a park, a recovery center, or another safe space where they feel comfortable. This flexibility allows the peer to engage in services on their own terms, free from institutional barriers.

During initial meetings, the PSS explains the role of peer support and supports the individual to develop personal goals and action steps. Unlike jail based referrals, where immediate reentry needs are a primary focus, community based referrals tend to be more recovery focused, as individuals are often actively seeking treatment, sober housing, financial assistance, or employment support. PSSs work with individuals to explore available options, helping them navigate funding sources, applications for services, and community-based recovery programs.

The Clackamas County Case Manager and Care Coordinator play a critical role in supporting PSSs and participants by helping locate funding and resources for essential needs. Whether an individual requires assistance with rent, transportation, identification documents, or other recovery-related expenses, the Case Manager and Care Coordinator help identify available funding sources and match individuals to the most appropriate programs. This collaboration ensures that each peer receives a tailored support plan that maximizes available resources and reduces barriers to long-term recovery.

Peer Support Specialist Training:

MHAAO equips PSSs with a robust foundation of training and development opportunities. Before beginning their roles, each new PSS completes the organization's in-house 80 hour Peer Wellness Specialist Training through the Oregon Peer Training & Innovations Center (OPTIC), covering core peer support skills essential for effective service delivery. This is followed by a job-shadowing phase where new hires gain practical experience working alongside experienced PSSs. To foster continuous professional growth, MHAAO offers extensive ongoing development, including annual attendance at the organization's peer leadership conference, Peerpocalypse. This conference provides workshops, discussions, and networking with PSSs from across the state, enhancing leadership skills and staying current with peer support best practices. Understanding that each staff member is on their own recovery journey, MHAAO supports individualized professional goals and career advancement.

Culturally-Responsive Services:

MHAAO is committed to providing culturally responsive services to ensure that all individuals, regardless of background or primary language, have access to equitable, participant-centered peer support. While the need for non-English language services within Project Hope has been limited, MHAAO has established proactive strategies and partnerships to address language and cultural barriers when they arise.

To better serve individuals whose primary language is not English, MHAAO is actively building a bilingual workforce through culturally specific programs, such as our M110 Behavioral Health Resource Network Latino Team, and targeted recruitment efforts. We collaborate with organizations like El Jardin (formerly Northwest Instituto Latino) to provide tailored support for Spanish-speaking communities. When individuals require specific culturally relevant services, our PSSs leverage our extensive network of peer service partnerships to connect them with the most appropriate resources.

If a peer's needs exceed the language capacity of the Project Hope team, MHAAO refers them to internal programs offering specialized, culturally tailored peer services. This ensures that every individual receives meaningful support aligned with their cultural identity and lived experience, fostering deeper engagement, trust, and long-term success.

Continuity of Services:

MHAAO has a structured plan in place to ensure continuity of service delivery in the event that a PSS is out due to illness, vacation, or other absences. Our approach ensures that no individual is left without support, maintaining consistent access to peer services and resource navigation. When a PSS is unavailable, the remaining PSS on the team steps in to manage the workload, ensuring that scheduled appointments, follow-ups, and urgent needs are addressed. Additionally, Clackamas County's Case Manager and Care Coordinator provide support in the peer support realm, assisting with referrals, resource coordination, and connection to services as needed. This collaboration ensures that individuals continue to receive timely assistance, even in the absence of their assigned PSS.

If additional coverage is necessary, supervisors are equipped to step in and provide direct peer support, leveraging their experience to maintain continuity of care. This layered approach guarantees that individuals remain connected to resources, advocacy, and guidance, reinforcing MHAAO's commitment to uninterrupted, participant-centered support throughout their journey.

3. Staffing Plan and Development

Supervision & Team Support:

MHAAO prioritizes strong supervision and staff support to ensure that PSSs receive ongoing guidance in the fidelity of peer services, professional development, and support in their roles. Supervision is a key component of maintaining high-quality peer services, addressing challenges, and fostering a collaborative team environment. PSSs participate in biweekly supervision meetings where they have dedicated time to discuss caseloads, successes, bottlenecks, and capacity concerns. These meetings provide a space to address special circumstances or complex situations, collaborate on solutions to barriers, and share trends or observations that may impact service delivery. Supervision includes discussions on data entry and reporting requirements to ensure accurate documentation of peer interactions and outcomes.

Beyond caseload-specific discussions, these meetings serve as a check-in on staff well-being, recognizing the emotional demands of peer support work. Supervisors provide mentorship, encouragement, and problem-solving support, ensuring that PSSs feel valued and equipped to continue providing high-quality services. Supervision also includes opportunities to brainstorm innovative approaches and service improvements, allowing MHAAO to continuously refine and enhance Project Hope's impact within Clackamas County.

Lived Experience Requirement:

MHAAO ensures that all peer providers have relevant lived experience by incorporating this requirement directly into its recruitment and hiring processes. Each PSS position requires applicants to demonstrate lived experience with mental health challenges and/or addiction recovery, ensuring they can authentically relate to the individuals they support. Currently, 99% of MHAAO's 200+ person staff possess lived experience in these areas, which is a core element of their peer support approach. Upon hiring, MHAAO verifies that peer providers hold the necessary certifications, such as Peer Support Specialist or Certified Recovery Mentor. If newly hired staff do not yet hold these certifications, they are enrolled in MHAAO's Peer Wellness Specialist (PWS) training program, OPTIC. Following the completion of this program, MHAAO's training coordinator assists them in obtaining the appropriate Traditional Health Worker and Certified Recovery Mentor certifications, ensuring their lived experience is formally recognized and aligned with the requirements of their role.

Staff Well-Being & Accommodations:

MHAAO places a strong emphasis on promoting self-care and ensuring that PSSs receive the necessary support to maintain their well-being while performing the emotionally demanding work of recovery support. We understand that the nature of peer work can lead to compassion fatigue, secondary trauma and burnout, so we have established comprehensive systems and policies to help staff navigate these challenges while maintaining a healthy work-life balance. PSSs feel enabled to request time to meet with supervisors for sensitive or critical matters outside of scheduled supervision meetings. This open-door approach ensures that issues are addressed promptly and that staff feel supported and heard when personal or professional concerns arise. Supervisors strive to provide a safe space for staff to discuss solutions to challenges, whether they relate to caseloads, work dynamics, or personal circumstances.

MHAAO supports staff well-being by offering a range of resources designed to promote mental health and self-care. Our generous paid time off (PTO) and wellness days allow staff to rest and recharge. We also provide

our staff with access to an Employee Assistance Program (EAP), which offers confidential counseling services, mental health resources, and referrals to additional support services when necessary. For staff facing extended personal challenges, managers are equipped to facilitate access to Family and Medical Leave Act (FMLA) benefits and other accommodations that ensure PSSs have the time and resources they need to care for themselves and their families.

To help staff manage the stresses inherent in the work, we encourage participation in mindfulness training, online Peer Support for Peer Support groups, and wellness workshops, all of which provide practical techniques to reduce stress and enhance overall well-being. Team-building activities further support our staff by fostering collaboration and camaraderie, helping build a strong sense of community among team members. MHAAO's organizational culture is grounded in trauma-informed principles, prioritizing safety, empowerment, and mutual support. Managers create an environment where PSSs feel independent and supported, leveraging their strengths through collaborative decision-making and tailored feedback.

Training & Development:

Specific to the Project Hope team, PSSs participate in Crisis Intervention Training (CIT) in collaboration with Clackamas County, a week-long program designed to equip peer support staff with the skills necessary to effectively respond to individuals in crisis, including those with substance use and mental health challenges. This training brings together community partners such as law enforcement and mental health professionals, ensuring a coordinated, community-wide approach to crisis management. MHAAO has also had the opportunity for Project Hope PSSs to present at CIT, contributing their lived experience and unique insights to foster greater understanding and collaboration within the community. Additionally, the Case Manager regularly provides information about various training opportunities available to PSSs, including specialized programs that focus on enhancing recovery-related skills, navigating complex systems, and addressing emerging trends in the substance use field.

MHAAO encourages all staff to participate in several professional development opportunities such as Peerpocalyse, a peer-led conference organized and hosted by our organization and staff, which offers a space for peer workers to learn from industry leaders and fellow practitioners. Internally, we offer staff-led training sessions where team members can share knowledge, skills, and experiences, promoting a culture of continuous learning and mutual support.

4. Quality Assurance

MHAAO has developed a robust system of outcome measures to ensure the effectiveness, quality, and impact of its peer support services. Our approach is data-driven, allowing us to track key metrics, assess program success, and continuously improve service delivery. By combining quantitative data collection with qualitative participant feedback, we ensure that our services remain responsive, participant-driven, and aligned with best practices in peer support. MHAAO's dedicated data management team, led by a lead data analyst, oversees data collection and reporting across more than 40 programs. Program staff receive training in multiple data platforms, reinforcing the importance of timely and precise data entry.

For Project Hope, data is collected through RecoveryLink™, a peer-centric database that tracks participant demographics, referral types, number of encounters, and individual outcomes. Recent 2024 Q3 data demonstrates the positive impact of peer support services:

- 100% of participants reported improved overall wellness and quality of life after receiving PSS support.
- 80% of participants experienced an increase in natural supports and felt more accepted in their community.
- 100% of participants stated they would have returned to a higher level of care (e.g., hospitalization, emergency services) without peer support.
- 17 new individuals engaged in services this quarter (Last Quarter: 10, Previous: 13)
- 94% engagement rate for new intakes (2 visits with a PSS within first 6 weeks of referral)

Beyond the numbers, the impact of peer support is best reflected through individual success stories, showcasing the transformative role of PSSs in the lives of participants. One such example comes from a Project Hope PSS who worked with a peer referred by the Clackamas County Health Centers.

"I began working with a peer who has SUD and MH diagnoses. His main objective was to help get his credit score higher so he could start applying to apartments. When I met him, he was new to the recovery community. We started going to meetings and he began to blossom. This helped boost his confidence and we started attacking his goals. We were able to get a major debt paid and off his credit, he got approved for his own apartment and moved in a month later, and he's even started getting out into the community more and more every week. He has been so motivational and it's been a privilege to bear witness to his transformation!" – Lindsay Cassista, PSS

Client Confidentiality:

MHAAO has a comprehensive process to protect client confidentiality, supported by a formal written policy. This policy is outlined in the Employee Handbook and distributed as a standalone document. Before beginning work with the organization, all employees, volunteers, interns, and Board Members are required to review and sign the policy. It clearly outlines the responsibility of individuals affiliated with MHAAO to safeguard the confidentiality of all information related to the individuals we serve. This protection extends to all individually identifiable health information, as mandated by the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and Oregon Revised Statutes. An excerpt from the policy states:

"Each person affiliated with MHAAO has the responsibility to protect the confidentiality of information, whether oral or recorded in any form or medium. Rights to confidentiality surrounding individually identifiable health information are protected by the HIPAA of 1996 and Oregon Revised Statutes. All individually identifiable information is confidential and shall not be disclosed without the specific written authorization of the individual, the individual's legal representative, as required by State law or Federal regulation, by court order under compulsion of a subpoena, or in cases of medical emergencies."

Continuous Improvement:

MHAAO ensures continuous quality improvement through a multi-faceted approach that incorporates data analysis, direct feedback from PSSs and the individuals they serve, evolving community needs, and insights from external evaluations. Our program supervisors and staff work closely with county teams to regularly assess service effectiveness, identify gaps, and implement innovative solutions that enhance peer support delivery. A cornerstone of our improvement strategy is data-driven decision-making, utilizing RecoveryLink™ and other feedback mechanisms to track participant progress, service utilization, and program outcomes. This data helps guide service adaptations, training opportunities, and program enhancements, ensuring that MHAAO remains responsive to the changing needs of the community.

As part of our ongoing efforts to enhance peer services, MHAAO is also taking into account insights from the Clackamas County Behavioral Health Division's Peer Delivered Services 2.0 Report (2024). This assessment provides valuable perspectives on best practices, funding models, and opportunities for service growth. The report identifies several opportunities for strengthening peer-delivered services, many of which align with MHAAO's existing efforts. These include building stronger relationships with health and treatment centers, expanding self-care and professional development opportunities for PSSs, and improving internal communication and integration within service teams.

Sustainability Plan:

MHAAO recognizes the critical role of Clackamas County Peer Delivered Support Services funding in establishing and sustaining the success of our peer-delivered service programs. This funding has provided the foundation necessary to address urgent community needs and support individuals on their recovery journeys. However, to ensure the long-term sustainability and continued impact of these services, MHAAO continues to work on a comprehensive strategy that prioritizes financial stability, diversified funding, and strengthened community partnerships. A key element is expanding funding sources, including governmental and private grants, as well as revenue-generating programs. Our annual Peerpocalypse Conference, a nationally recognized peer support event, supports both workforce development and program funding. Additionally, OPTIC training services and PeerZone Facilitator fees provide ongoing revenue, reducing reliance on a single funding stream and ensuring service continuity.

To further reinforce sustainability, MHAAO has revitalized its Development Department and hired an experienced Director of Development to lead fundraising, outreach, and financial planning efforts. We are also engaging in targeted fundraising campaigns to generate unrestricted funds, allowing us to adapt services to evolving participant needs.

Beyond financial sustainability, building and strengthening community partnerships is another essential component of our long-term strategy. By demonstrating the tangible benefits of our peer support services, MHAAO fosters deeper investment from community stakeholders, ensuring broad-based commitment to our mission. Through collaboration, advocacy, and ongoing engagement with partners, we will continue to reinforce the value and necessity of peer-delivered services, securing their place within the broader behavioral health and recovery support system.

5. Fees

MHA AO - Project HOPE Annual Budget		Peer Delivered Services:000150 Clackamas - OOS
FTE #:	1.151	
Office:	Main	
Revenue		FY26 Budget
4001 Grants - FUNDING REQUEST		121,380.00
Total Revenue		121,380.00
Expenditures		
6000 Payroll and Related		
6001 Payroll Expense		67,004.50
6002 Payroll TX Exp		7,404.00
6003 Employee Benefits		14,327.34
6004 Workers Compensation		716.95
6005 Employee Appreciation and Awards		0.00
Total 6000 Payroll and Related		89,452.79
6100 Occupancy		
6101 Rent Main Office		1,434.00
6110 Phone		577.76
6111 Utilities		23.59
6112 Janitorial		72.78
Total 6100 Occupancy		2,108.12
6120 Conference and training		
6121 Conferences & Professional Development		2,180.53
6253 Peerpocolypse Registration and Travel		1,334.01
Total 6120 Conference and training		3,514.54
6200 Professional Services		
6201 CPA Services		356.26
6202 Payroll Services		279.53
Total 6200 Professional Services		635.79
6250 Travel and related		
6252 Parking and Mileage		4,200.00
Total 6250 Travel and related		4,200.00
6300 Software Dues & Subscriptions		921.49
6303 Database Dues & Subscriptions (Recovery Link ONLY)		948.92
Total 6300 Software Dues & Subscriptions		1,870.41
6400 Printing & Postage		63.66
6404 Canon Copies and Lease		17.02
Total 6400 Printing & Postage		80.68
6402 Other Program Expenses		
6140 Liability Insurance		460.23
6304 Computers and Equip		1,300.00
6405 Fees, Licenses, Permits		172.65
6450 Peer Needs		1,200.00
6504 Supplies		552.61
Total 6402 Other Program Expenses		3,685.49
Total Expenditures		105,547.83
9002 Indirect Rate Charge 15%		15,832.17
Total Expenditures		121,380.00
Net Revenue		0.00
Fee Schedule		
Total Not-to-Exceed Amount (annual)		121,380.00
Contract Term (months)		12
Monthly Fee Schedule		10,115.00

References

Skyler Bocker-Knapp
Director of Portland Solutions
503-865-6957
Skyler.bocker-knapp@portlandoregon.gov

Naomi Hunsaker
Addictions Program Supervisor
Washington County Health and Human Services
503-686-0526
Naomi_Hunsaker@washingtoncountyor.gov

Stephanie Sullivan
Acting Deputy Chief – Community Health
Portland Fire & Rescue
Medical Services & Training Division
503-577-4894
Stephenie.Sullivan@portlandoregon.gov

PROPOSAL CERTIFICATION

RFP #2024-118

Submitted by: Janie Gullickson, State of Oregon

(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Janie Gullickson

Date: 2/11/2025

Signature: Janie Gullickson

Title: Executive Director

Email: jgullickson@mhaoforegon.org

Telephone: 503-922-2377

Oregon Business Registry Number: 2097141-95

OR CCB # (if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☒ Non-Profit ☐ Limited Liability Company

☒ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: _____

EXHIBIT C
QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

Contract #0000001211 H3S #11891

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

RECITALS

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

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

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

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

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

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.

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

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity

available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;

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

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

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this Agreement, the Business Associate may:

- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
- b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

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

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the

Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

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

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

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

6.3 Effect of Termination.

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

SECTION VII – GENERAL PROVISIONS

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

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

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

Business Associate
*The Mental Health & Addiction
Association of Oregon*

Covered Entity
Clackamas County

By: _____
Signature Authority

By: _____
Chair

Date: _____

Title: _____

Date: _____