



CLACKAMAS COUNTY  
**SHERIFF**

**Sheriff Angela Brandenburg**

Jesse Ashby, Undersheriff

Lee Eby, Undersheriff

Brad O'Neil, Undersheriff

1/15/2026

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Personal Services Contract with The Pathfinder Network for drug and alcohol jail counseling services. Contract Value is \$406,319 for 2 years. Funding is through the Oregon Criminal Justice Commission. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Previous contract signed 9/24/24 20240926.V.A.5		
<b>Performance Clackamas</b>	Safe, Secure and Livable Communities		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Patrick Williams	<b>Contact Phone</b>	503-785-5012

**EXECUTIVE SUMMARY:** This contract renewal ensures the continued provision of assessment and coordination services, and evidence-based cognitive-behavioral programming by certified drug and alcohol counselors for individuals in custody at the Clackamas County Jail. These services are essential to supporting rehabilitation and promoting safer transitions back into the community.

**RECOMMENDATION:** Staff recommends approval of this agreement.

Respectfully submitted,

Sheriff Angela Brandenburg

For Filing Use Only

*A Tradition of Service Since 1845*

Office: 9101 SE Sunnybrook Boulevard, Clackamas, Oregon 97015

Mailing: 2223 Kaen Road, Oregon City, Oregon 97045

Phone: 503-785-5000 Fax: 503-785-5190 [www.ClackCoSheriff.us](http://www.ClackCoSheriff.us)



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #0000001585**

This Personal Services Contract (this "Contract") is entered into between Pathfinders of Oregon doing business as The Pathfinder Network ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of Clackamas County Sheriff's Office, Jail Division.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on August 31, 2027 with an option to renew for one additional two-year period upon the execution of an amendment between the parties.
- 2. Scope of Work.** Contractor shall provide two (2) Certified Alcohol and Drug Counselor's (CADC's) to perform work inside the Clackamas County Jail ("Work"), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Four Hundred Six Thousand Three Hundred Nineteen Dollars (\$406,319) for accomplishing the Work required by this Contract. Consideration rates are on a fixed fee 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: [ellendic@clackamas.us](mailto:ellendic@clackamas.us)

- 5. Travel and Other Expense.** Authorized: ☐ Yes ☒ No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

## 7. Contractor and County Contacts.

Contractor Contract Administrator: Leticia Longoria-Navarro Phone: 503-892-5396 Email: <a href="mailto:longoria-navarro@thepathfindernetwork.org">longoria-navarro@thepathfindernetwork.org</a>	County Contract Administrator: Brian Imdieke Phone:: 503-655-8743 Email: <a href="mailto:brianimd@clackamas.us">brianimd@clackamas.us</a>
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

## ARTICLE II.

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

from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

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

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

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

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

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or

Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or



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

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

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

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

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

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

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

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

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

- 24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- 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.
  - Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - 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.
  - If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. Confidentiality.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as "**Personal Information**" is defined in ORS 646A.602(12)).

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

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information.

Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the

breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

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

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

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

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

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

**30. Reserved**

**31. Reserved**

**32. Reserved**

**33. 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.

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

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

Pathfinders of Oregon doing business as The  
Pathfinder Network

Clackamas County

 Date: 2025.12.22  
15:24:38 -08'00'

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

\_\_\_\_\_  
Chair Date

Leticia Longoria-Navarro, E<sub>+</sub>

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
1406254-92  
Oregon Business Registry #

Approved for Legal Sufficiency:

\_\_\_\_\_  
ABN/OR  
Entity Type / State of Formation

 12/23/2025  
\_\_\_\_\_  
County Counsel Date

**EXHIBIT A**  
**RFP 2025-78**  
**TWO CERTIFIED ALCOHOL AND DRUG COUNSELORS (CADC) TO PERFORM**  
**WORK INSIDE THE CLACKAMAS COUNTY JAIL (CCJ)**



**REQUEST FOR PROPOSALS #2025-78**

**FOR**

**TWO CERTIFIED ALCOHOL AND DRUG COUNSELORS (CADC) TO PERFORM  
WORK INSIDE THE CLACKAMAS COUNTY JAIL (CCJ)**

**BOARD OF COUNTY COMMISSIONERS**

**CRAIG ROBERTS, Chair  
PAUL SAVAS, Commissioner  
MARTHA SCHRADER, Commissioner  
BEN WEST, Commissioner  
DIANA HELM, Commissioner**

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**Gary Schmidt  
County Administrator**

**Thomas Candelario  
Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:** November 20, 2025

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

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

## **SCHEDULE**

Request for Proposals Issued.....	October 20, 2025
Protest of Specifications Deadline.....	October 30, 2025, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	November 13, 2025, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time....	November 20, 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, November 20, 2025** (“Closing”), to provide Two Certified Alcohol and Drug Counselors (CadC) To Perform Work Inside the Clackamas County Jail. 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-C01010-00015196 .

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](mailto: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 Two (2) Certified Alcohol and Drug Counselor's (CADC's) to perform work inside the Clackamas County Jail (CCJ)

**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**

The Clackamas County Sheriff's Office Transitional Services Program's mission is to provide community reintegration services to individuals involved in the criminal justice system so they can successfully integrate into the community and reduce criminal behavior.

The Transition Center (TC) has had a vital role with reintegrating adults in custody (AICs) back into the community. TC staff work both inside the TC and the Clackamas County Jail (CCJ) in order to help AIC's transition back into the community. TC staff meet with AIC's inside CCJ to create release plans to address criminality, alcohol and drug use, employment, housing and other factors that lead people to commit crime.

The TC staff further administer the Clackamas County Jail Program (CCJP). The CCJP is a unique program where AIC's are able to start assessing and addressing treatment needs while in custody. There are two treatment dorms inside CCJ (one for men and one for women) where AIC's can start working on their criminogenic risk factors to decrease their risk to re-offend.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Scope:**

The provider will provide Two (2) Certified Alcohol and Drug Counselor's (CADC's) to perform work inside the Clackamas County Jail (CCJ). The CADC must be able to pass a comprehensive criminal background check performed by the Clackamas County Sheriff's Office. Groups will be conducted in the housing area of CCJ with direct contact with Adults in Custody (AIC's) without other staff present.

The County will provide and/or approve all open-ended curriculum to be used. Curriculum must be evidence-based and widely accepted within the criminal justice / behavioral health community. Fidelity must be followed in all groups and interaction with AIC's to ensure best practices are being followed. It is anticipated the CADC will facilitate evidence-based groups for three and a half hours per day, to include group preparation and follow-up documentation. Groups will not be co-facilitated and 1 CADC will be assigned to work with the men's program and the other CADC to work with the women's program.

The provider will provide to the County attendance records which shall include: a record of which groups were facilitated and who attended each group, the number of hours of group facilitation and level of participation by each AIC. Documentation will be recorded daily and submitted to the County monthly or as requested.



In addition to group facilitation, the CADC will also conduct one to two American Society of Addiction Medicine (ASAM) assessments per day inside CCJ. ASAM assessments will be assigned by the County and conducted in a private room with the AIC and the evaluator. No other staff will be present during the assessment. Documentation of the assessment will be provided to the County within one to two business days.

Programming must follow principles of effective interventions and comply with risk, needs and responsivity principles. In addition, the program must be in line with Corrections Programs Checklist (CPC) and/or George Mason University Assessment (GMU).

The County will provide all material such as: paper, treatment books, pens, markers, dry-erase markers and boards and other miscellaneous office supplies.

All supplies brought in to CCJ must be approved in advance by the County.

The provider will provide their own computer, monitor and printer. A copy machine, which is provided by the County, is available for use by the provider. A desk phone will be provided by the County.

### **3.3.2. Work Schedule:**

It is the expectation the CADC will work Monday through Friday, excluding holidays, from 8am-5pm with a lunch from 12pm-1pm. The CADC will have a dedicated office to use in the Transition Center (TC). All work products will be the property of the County.

### **3.3.3. Term of Contract:**

The term of the contract shall be from the effective date through **August 31, 2027**, with the option to renewal for 2 additional years.

**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 – Federal Contracting Requirements
- ☐ 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.

## 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**

<b><u>Category</u></b>	<b><u>Points available:</u></b>
Proposer's General Background and Qualifications	0-30
Scope of Work	0-45
Fees	0-25
<b>Available points</b>	<b>0-100</b>

- 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/clackamascounty/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:**

### **5.2. Proposer's General Background and Qualifications:**

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to Justice Involved Individuals within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

### **5.3. Scope of Work**

As detailed in Section 3.

### **5.4. Fees**

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 #2025-78**

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 extend 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 RESPONSE**

## **5.2 – Proposer's General Background and Qualifications:**

### **Description of the Firm**

The Pathfinder Network (TPN) is committed to continuing to support The Clackamas County Sheriff's Office (CCSO) Transitional Services Program in their efforts to provide community reintegration services to individuals involved in the criminal justice system so they can successfully integrate into the community and reduce criminal behavior. Our primary goal is partnering with CCSO in their mission to provide public safety services to the people in Clackamas County so they can experience a safe and secure community.

Founded in 1993, TPN is a 32-year-old nonprofit known nationwide as a leader in developing and delivering evidence-based practice programs and holistic and responsive wraparound services for individuals experiencing incarceration, those reentering the community, those currently on forms of community supervision and their children and families. We serve participants:

- In the community through our Center for Family Success and Resilience and Recovery Project in Multnomah County
- Within 9 of Oregon's 11 corrections facilities
- At Marion County Parole and Probation, Transition Center, and Jail
- At Jackson County Community Justice, Jail, Transition Center, Juvenile Services, and two additional community sites
- At Clackamas County Juvenile Department, Jail, and Transition Center

We meet individuals and families at every point of the criminal justice system and beyond, supporting whole people, whole families, and whole communities while enhancing safety in our communities.

TPN's mission is to provide justice system-impacted individuals and families with the tools and support they need to be safe and thrive in our communities. We believe people have the capacity to change. We honor the dignity and worth of every individual, engage our participants and employees with compassion and bring excellence to all we do. Annually we serve close to 5,000 individuals across the agency through evidence-based cognitive programming and supportive services.

## Proposal to Deliver Services Under RFP #2025-78 – Clackamas County Sheriff's Office The Pathfinder Network – November 2025

They include Parenting Inside Out (PIO), our proprietary evidence-based parenting curriculum developed with the Oregon Department of Corrections and the Oregon Social Learning Center. It is the highest-rated curriculum for this parenting population and the curriculum of choice for justice partners. In response to service user feedback, we opened our Center for Family Success in 2005, in Multnomah County, delivering trauma- gender- and culturally responsive parenting, prevention, intervention and peer support programs with holistic wrap-around support for justice-involved adults, youth, and their families.

### **Description of Providing Similar Services in the Past Five Years**

Within the last five years, TPN has significantly expanded reentry services in close partnership with criminal justice entities:

- In 2019, we partnered with the Marion County Sheriff's Office to launch comprehensive reentry services in the Transition Center, Jail, and Parole and Probation office. We deliver cognitive behavioral groups and individual services to more than 500 justice involved individuals each year through this partnership.
- In 2021, we launched a comprehensive peer support program in collaboration with Jackson County Community Justice (Resilience and Recovery Project – Jackson County).
- In 2022, we launched Resilience and Recovery Project – Marion County with the Marion County Sheriff's Office, providing peer-based recovery support to adults involved in the justice system.
- In 2023, we launched our third Resilience and Recovery Project in Multnomah County, working collaboratively with the Multnomah County Department of Community Justice.
- Also in 2023, we began our partnership in Clackamas County by delivering cognitive behavioral group programming to youth on probation through the Clackamas County Juvenile Department.
- In 2025, TPN launched reentry programming in collaboration with the Clackamas County Sheriff's Office and is the current service provider delivering evidence based cognitive behavioral groups and American Society of Addiction Medicine (ASAM) assessments in the Jail.

Our success is largely due to our strong and impactful relationships with criminal justice system partners, locally and nationally. Many of our direct service programs are embedded in criminal justice system settings. We have been contracted service providers with the Oregon Department

Proposal to Deliver Services Under RFP #2025-78 – Clackamas County Sheriff's Office  
The Pathfinder Network – November 2025

of Corrections for the last thirty-two years and have programs in community corrections departments, adult and juvenile, across the state. In community programs settings, we work closely with partners and stakeholders to drive positive outcomes for programs and participants.

TPN has over 22 programs serving justice-involved adults and youth in more than 26 locations across the state. Our programs have served over 70,000 individuals and families.

**Ability to Meet the Requirements in Section 3**

**What Distinguishes TPN from other Firms**

**Credentials/experience of Key Individuals who Would be Assigned to the Project**

TPN has expanded from initial work with the Oregon Department of Corrections facilitating cognitive behavioral programming to an agency offering multifaceted programs in correctional facilities and in the community to diverse population involved in the criminal justice system. The agency is well positioned to meet all requirements described in section 3 and has built the capacity and sustained delivery of the current services with CCSO over the last year. Several features distinguish TPN from other agencies performing similar services.

TPN has a documented successful track record of success partnering with criminal justice system partners and has demonstrated a commitment to evidence-based practices, implementing curricula and program models rigorously supported and informed by research and best practice principles. Programming closely follows the principles of effective intervention and integrates risk, need, and responsivity principles.

We carefully select curricula, programs, and practices that will have the desired impact on defined outcome goals for those we serve. Program evaluations have documented strong positive benefits for those that we serve: reduction in anti-social and criminal thinking and other criminogenic need areas, increased positive supports and resiliency resources, reduction of trauma symptoms, increased family stability, and positive parenting skills, increased recovery capital, reduced barriers, increased access to services and supports, reduced future criminal justice contact and more. We prioritize delivering on our mission and collaborating with partners to carry out shared goals in a way that intentionally distinguishes us from other agencies performing similar services.

Proposal to Deliver Services Under RFP #2025-78 – Clackamas County Sheriff's Office  
The Pathfinder Network – November 2025

We prioritize efforts that target dynamic risk factors. Simultaneously, we target responsivity factors that can help maximize the impact of our services. Whenever possible, we provide more intensive intervention for those at the highest risk and who have the most need. Our services focus on changing thinking and teaching new behavioral skills, is action oriented, and reinforce positive behavior. Services are based on social learning theory approaches including modeling the new behavior, step by step and directed practice of new skills, positive and constructive feedback, and recognition of progress. We also focus on removing and mitigating barriers for participants and increasing access to resources and services within our agency and outside of our agency.

For the last ten years we have delivered reentry services that have included pre-release and post-release program components. A recent empirical evaluation of our peer-based reentry services funded by the Bureau of Justice Assistance showed a significant reduction in recidivism for those who successfully completed the program in comparison to the control group and the group who engaged in the program but did not complete successfully. The research is clear that cognitive behavioral and social learning focused programs are among the most effective. All of our programming operates from this foundation.

TPN has developed a strong culture of learning that ensures our staff at all levels receive training that prepares them to be successful in their jobs. We provide ongoing training, feedback and coaching and self-care opportunities that support staff professional and personal development and growth and that positively affects their impact on the justice involved individuals and families we serve. We encourage and foster an environment where staff are expected to operate from a mindset of growth, giving them the support to access ongoing training opportunities that are of the most interest to them.

Staff assigned to the project would include two Certified Alcohol and Drug Counselor's (CADC's) certified by the Mental Health and Addiction Certification Board of Oregon (MHACBO) to perform the direct services of the contract. We currently have one staff delivering services that is a Certified Alcohol and Drug Counselor – Registered (CADC-R) that is completing their required hours for certification being supervised by a Certified Alcohol and Drug Counselor II. Our current staff has a year of experience working in a criminal justice service setting. Priority is placed on candidates for a second Certified Alcohol and Drug



Proposal to Deliver Services Under RFP #2025-78 – Clackamas County Sheriff's Office  
The Pathfinder Network – November 2025

Counselor position who have documented experience working in criminal justice settings delivering Alcohol and Drug Counseling services.

The Program Manager supervising and supporting the program and staff is a Certified Alcohol and Drug Counselor II who has over ten years of experience in the substance use treatment, behavioral health and criminal justice fields. She brings experience working in institutional settings, including prisons and jails. The Program Director is a Certified Alcohol and Drug Counselor – Registered with over nine years working in forensic peer services and Alcohol and Drug treatment settings. Our Executive Director, who oversees and provides strategic support to the program, has worked in the criminal justice field for over 18 years leading evidence-based programming and services in institutional, and community corrections settings. She has successfully led the implementation of many successful and impactful criminal justice programs. Other staff directly supporting the project will include our Deputy Director, Administrative Support Specialist, Data Analyst, Training and Development Manager and Operations Manager. At least one hour of monthly clinical supervision will be provided to the Certified Alcohol and Drug Counselors. All certified staff are required and supported to complete all continuing education required to maintain their certifications.

We provide staff with onboarding and ongoing training, feedback, coaching, and fidelity monitoring. Initial training required for all staff includes Motivational Interviewing, Core Correctional Practices, Assessment and Case Management including Normative Feedback and Referral and Resource Provision, Pre-and post-assessment Delivery, Participant-Centered Engagement, Creating Regulation and Resilience (CR/2), Gender Responsivity, Cultural Responsivity, as well as documentation training. Staff are also provided curriculum training on all programs they will facilitate. They receive at least monthly individual, weekly group supervision and a monthly team meeting and are provided ongoing opportunities to attend recovery-oriented training and growth opportunities. All staff attend monthly Community Learning Calls that provide learning, practice, and reinforcement opportunities. Newly hired staff first observe the programs we offer so that they understand how the program is designed and delivered. Before delivering programming and services independently, staff first observe and then they practice and receive observer-feedback before ever delivering services independently.

## Proposal to Deliver Services Under RFP #2025-78 – Clackamas County Sheriff's Office The Pathfinder Network – November 2025

To complement their clinical and professional experience, staff are trained in and use Creating Regulation and Resilience (CR/2) by CORE Associates and Orbis Partners, an evidence based, trauma- and resilience-informed communication model designed to improve outcomes with justice-involved individuals and enhance staff well-being. CR/2 is a cutting-edge communication model that was designed specifically to enhance in-the-moment interactions with participants we know have experienced a significant amount of adversity and trauma. It is grounded in sound correctional practice and integrates the emerging research on trauma and resiliency. The model enables professionals and helpers to interact with system-impacted individuals more effectively and create safer and more productive agencies and programs. CR/2 helps professionals and helpers to manage their own stress and work effectively with system-impacted individuals to connect with their strengths, set goals, address immediate issues, create safety and stability, and build skills. Staff are also trained on CR/2 for Groups which focuses on applying trauma and resilience informed practices in group settings, giving staff additional tools and strategies to engage more effectively with participants in groups. Over the last five years, TPN has worked extensively to implement the CR/2 model across the agency. We now have trained coaches and trainers in the model.

We eagerly submit this proposal with deep interest and commitment to continue our important and impactful work together. As an agency we always strive to bring excellence to all that we do, and we commit to bringing only the best to our partnership. We thank you for your consideration and the opportunity to build a stronger community together.

### **5.3 – Scope of Work**

TPN will work collaboratively with CCSO, within the Jail, Transition Center and the Clackamas County Jail Program to provide community reintegration services through ASAM assessments and group programming targeting treatment needs while in custody to help individuals successfully transition back into the community.

Two Certified Alcohol and Drug Counselor's, one male and one female, will facilitate evidence-based group programming and conduct American Society of Addiction Medicine (ASAM) assessments. Staff will work Monday-Friday, during designated business hours and work in the provided space with the Transition Center. Daily, each staff will deliver at least three and a half

Proposal to Deliver Services Under RFP #2025-78 – Clackamas County Sheriff's Office  
The Pathfinder Network – November 2025

hours of group programming, including group preparation and follow up documentation and conduct one to two ASAM assessments per day.

### **Group Programming**

We propose to offer a menu of open format evidence-based and widely accepted cognitive behavioral curriculum groups offered on a set schedule as agreed upon by CCSO to maximize programming opportunities. One CADC will work in the men's program and the other CADC will work in the women's program with staff facilitating all groups independently. Best practices for group size will be followed with ideal groups including ten to twelve participants, whenever possible. For each group session one hour of preparation time and thirty minutes of time for required documentation is built in staff schedules. Fidelity will be a key priority for all services provided with ongoing support provided to staff to ensure program integrity and impact. Program pre- and post-assessments and participant satisfaction questionnaires will be used to measure and document program impact and integrity and results will be shared with CCSO.

We offer the following evidence-based group curriculums for use to meet program goals, in addition to any curriculums provided by CCSO and agreed upon for implementation.

#### Offerings for all Genders:

- Free Your Mind in Transition (FYMT) – A cognitive behavioral and brain responsive group that focuses on the necessary skills for those preparing to return to the community or who are currently on some form of supervision in the community. This group is skill based and prioritizes the learning of cognitive restructuring, emotion regulation and social skills in an engaging, practical and hands-on way through the following modules: Orientation, CORE, Anger and Mental Toughness.
- Getting Back on Track (GBT) – A three session action planning group for those who have experienced a setback in their recovery. GBT will help them get back on track and prepare to manage obstacles down the road. This group will support efforts towards maintaining your recovery long term. Sessions include staying on track, getting back on track and planning my next steps.
- Maintaining my Recovery (MR) – a four session skill building group designed for learning effective strategies for maintaining recovery and working through obstacles before they arise. This group demonstrates how commitment to healthy and positive

Proposal to Deliver Services Under RFP #2025-78 – Clackamas County Sheriff's Office  
The Pathfinder Network – November 2025

behaviors can be accomplished with focused and ongoing effort. Sessions include exploring recovery, strategies for maintaining recovery, creating a plan and my next steps.

- Skill Building Workshop – The skill building workshop is an open and rolling group with no start or stop. Participants can attend one or more groups. Each session offered will focus on one cognitive behavioral skill targeting behaviors that are most likely to lead to problematic behaviors. The group sessions will rotate through a menu of cognitive behavioral skills from the Free Your Mind curriculum. Each session will introduce, teach, model, and provide a practice opportunity for a cognitive behavioral skill. The workshops are focused on targeting the top three criminogenic risk and need areas.
- Resilience and Recovery Action Plan Group (R&R) – The Resilience and Recovery Action Plan Group supports participants in developing a plan for what is next in their journey. The R&R plan is a relapse prevention planning process that begins with the recovery capital scale to assess their most important strengths and needs that will assist them in planning for their success now and in the future. Exercises include goal setting, identifying values, naming strengths, listing risky situations and warning signs, aligning plans for applying helpful skills they have learned, and development of maintenance plans. This group runs in an open format.

Group Offerings for Women:

- Women in Recovery (WIR) – A five session awareness building group for women who are considering recovery from substance use. WIR uses the evidence based interactive journaling process to help women explore information about the impact of substance-use on women's health, families, and relationships. Participants will walk away having a greater sense of where they are and where they want to go.

Group Offerings for Men:

- The Courage to Change (CC) – A five session awareness building group for individuals who are considering recovery from substance use. It uses the evidence based interactive journaling process to help participants explore information about the impact of substance use, identify motivations for change, consider their strengths and abilities, recognize warning signs and develop a plan for their next steps.

Closed Group Options (Only Used at the Discretion of CCSO)

- **Healing Trauma for Women (HTW)** – A six session cognitive behavioral trauma coping skills group for women involved in the criminal justice system. HTW focuses on helping women understand trauma, its impact and how to effectively cope with the impacts. Topics include: the process of trauma, power and abuse, grounding and self-soothing, and healthy relationships. This group is run in a closed format. Participants will walk away feeling more informed and equipped and with more resiliency resources to support them on their journey to healing.
- **Building Resilience for Men (BRM)** – A six session cognitive behavioral trauma coping skills group for men involved in the criminal justice system. BRM was designed to address some of the issues specific to men's trauma. Topics include understanding trauma and its process; trauma's impact on the inner self (thoughts, feelings, beliefs) and on the outer self (behaviors and relationships); and coping and calming strategies. Participants will walk away feeling more informed and equipped and with more resiliency resources to support them on their journey.
- **Parenting Inside Out – 24-hour version (PIO)** – A evidenced based parenting skill intervention for criminal justice involved parents. In PIO parents develop and refine social interactional skills and citizenship behaviors they can use in all aspects of their lives and that will help them guide their children toward becoming positive, constructive adults. The program gives parents a way of navigating life that uses healthy, pro-social skills to interact with children, partners, co-parents, officials, friends, and family.

**American Society of Addiction Medicine (ASAM) Assessments**

The two Certified Alcohol and Drug Counselor will conduct American Society of Addiction Medicine (ASAM) assessments in the Jail and in the community when directed by CCSO independently and in private spaces with the adult in custody, as outlined in the provided score of work, with no other staff present. The average amount of time it takes to complete and document an assessment is three hours. An ASAM assessment tracking sheet will be utilized outlining set assessment times for CCSO to schedule assessments to be completed. Final assessments will be provided to CCSO within two business days.

### **Collaboration and Alignment with Best Practices**

Regular communication and collaboration with CCSO staff will be a key component to successfully delivery of the outlined services. Staff will attend meetings, consult and collaborate with CCSO staff and participate in other activities that support transition and reintegration services at the Jail, Transition Center and the Community. They will operate as part of the team and work to ensure our greatest impact as partners.

One service option for consideration that could be integrated into individual programming is training staff on cognitive behavioral tools (CBTools) to integrate within their use of CR/2 and applied in a conversational and engaging manner to teach participants cognitive restructuring tools, emotional regulation tools and social skills. The CBTools can be used in individual and group-based opportunities to learn, practice, and reinforce skills that are known to help facilitate and support behavioral change. Teaching staff core correctional practices to apply with participants ensures their interactions are based on long standing evidence-based practices that help us meet our goals. We have used this option in many of our programs with success. Operating from a strong cognitive-behavioral foundation, services delivered in both individual and group formats aim to reduce the likelihood of participants to engage in anti-social behavior, and increase the likelihood of successful reintegration, successful completion of supervision and overall wellbeing.

We are committed partners applying best practice principles, such as the principles of effective intervention, and implementing risk, need, and responsivity principles as outlined and measured by tools such as the Corrections Programs Checklist (CPC) and/or George Mason University Assessment (GMU).

### **Data, Documentation, and Reporting**


Service data will be provided monthly to CCSO using an agreed upon reporting template.

Documentation will be recorded daily and individual level data will be provided monthly and at the request of CCSO, including but not limited to a record of which groups were facilitated, who attended, the numbers of hours of group provided by participant and in total, assessment results, number of ASAM assessments completed and the number of individual service hours provided. Narratives will be provided to support the data provided, including a program notes, unusual incidents, program staffing changes, successes and challenges.

Proposal to Deliver Services Under RFP #2025-78 – Clackamas County Sheriff's Office  
The Pathfinder Network – November 2025

## 5.4 – Fees

The cost proposal provided is based on a term of twenty months with services estimated to start January of 2026. The not-to-exceed amount proposed is \$406,319 which is approximately \$20,316 per month if the contract term is set at twenty months. The proposed cost is outlined in the budget and budget narrative that follows.

		Budget 01/2026-08/2027
Budget for Reentry Services - Two CAD's Clackamas County Sheriff's Office		20 Months
<b>1) Program Personnel</b>		
1. Data Analyst		
Percent FTE	1.00	0.09
Salary	\$67,579	\$9,574
Taxes & Benefits	\$23,653	\$3,351
employee 1 subtotal		\$12,925
2. Community Corrections Program Manager/Cinical Supervisor		
Percent FTE	1.00	0.13
Salary	\$61,838	\$12,883
Taxes & Benefits	\$21,643	\$4,509
employee 2 subtotal		\$17,392
3. Director of Community Correction Programs		
Percent FTE	1.00	0.08
Salary	\$93,600	\$12,480
Taxes & Benefits	\$32,760	\$4,368
employee 3 subtotal		\$16,848
4. Administrative Support Specialist		
Percent FTE	1.00	0.18
Salary	\$57,262	\$16,702
Taxes & Benefits	\$20,042	\$5,846
employee 4 subtotal		\$22,547
5. Certified Alcohol and Drug Counselor		
Percent FTE	1.00	1.00
Salary	\$57,928	\$96,547
Taxes & Benefits	\$20,275	\$33,791
employee 5 subtotal		\$130,338
6. Certified Alcohol and Drug Counselor		
Percent FTE	1.00	1.00
Salary	\$57,928	\$96,547
Taxes & Benefits	\$20,275	\$33,791
employee 6 subtotal		\$130,338
<b>Program Personnel Subtotal</b>		<b>\$330,388</b>
<b>2) Other Program Expenses</b>		
Curriculum Materials		\$2,333
Incentives		\$1,000
Program Supplies		\$4,000
Equipment		\$3,000
Supplies		\$2,000
Training Fees and Supplies		\$3,000
Telecommunications		\$6,600
Travel		\$1,000
<b>Other Program Expenses Subtotal</b>		<b>\$22,933</b>
<b>SUBTOTAL: Program Budget</b>		<b>\$353,321</b>
<b>3) Administrative Rate and Expenses</b>		15%
<b>Administrative Subtotal</b>		\$52,998
<b>GRAND TOTAL:</b>		<b>\$406,319</b>



Proposal to Deliver Services Under RFP #2025-78 – Clackamas County Sheriff's Office  
The Pathfinder Network – November 2025

The proposal includes a 2.0 FTE CADCs and Program Operations staff that support the program's delivery, data collection, reporting and administration. The total FTE is 2.47.

The budget proposals include direct personnel, estimated fringe benefits, direct programmatic costs to support performance goals, and an administrative rate of 15%. Cost calculations and supporting narratives to link the costs with our proposed activities are as follows:

Personnel Costs:

- Certified Alcohol and Drug Counselor (CADC) – Total 2.0 FTE, or 80-hours weekly, who will complete clinical alcohol and drug assessments and facilitate cognitive-behavioral groups.
- Program Operation Support staff include an Administrative Support Specialist, Data Analyst, Community Corrections Program Manager/Clinical Supervisor and Director of Community Corrections Programs totaling .47 FTE.

Non-personnel Costs:

- Curriculum Materials – Purchases made for curriculum manuals and curriculum materials to support the facilitation of cognitive behavioral groups.
- Incentives – Purchases made for gift cards, goods, and other forms of benefits to reward positive behavior, progress made, or program completion.
- Program Supplies – Purchases made for direct participant program supplies (i.e., paper, notebooks, pens, group materials, and other supplies that will be used to benefit program activities).
- Equipment – Purchases made for technology for direct program staff, including computer and computer equipment.
- Staff Office Supplies and Other Supplies – Purchases made for on-going supplies to assist direct personnel in their duties.
- Training Fees and Supplies – Purchases made for initial and ongoing staff training and coaching, and other Training Team expenses (i.e., binders, notebooks, pens, sticky notes, class materials, and other supplies that will be used to benefit Training activities).
- Telecommunications – Expenses for direct personnel for monthly IT support fees per device, and to have a phone to perform their duties.
- Travel – Expenses for direct personnel to attend training and meetings, as well as travel expenses for Program Operation Support staff, training team members and TPN leadership to visit the site to support direct personnel and ensure

Proposal to Deliver Services Under RFP #2025-78 – Clackamas County Sheriff's Office  
The Pathfinder Network – November 2025

programmatic fidelity and integrity. Estimated travel costs are mileage at the federal mileage rate of 70 cents per mile.

Administrative Rate:

TPN is requesting a 15 percent administrative rate. This rate covers the essential agency wide infrastructure and supports required to operate the program effectively and responsibly. This rate ensures strong organizational stewardship, compliance, and the systems needed to maintain program fidelity, accurate reporting, and high-quality service delivery. The types of expenses included in the administrative rate include: salaries and fringe benefit expenses of the Executive Director, Director of Finance, Accountant, Accounting Specialists, Director of People and Culture, People Operations Coordinator, Executive Administrator, Director of Operations, Operations Manager; general liability insurance; audit fees; legal fees; payroll processing fees; employee recruitment and screening; IT network technology; cloud-based accounting; office supplies; postage and other administrative expenses.

**5.5 – References**

- 1) Kiki Parker Rose, Director of Jackson County Community Justice – Long Term Partner  
[parkerkd@jacksoncountyor.gov](mailto:parkerkd@jacksoncountyor.gov) | (541) 281-4312
- 2) Sadie Wade, Social Health Specialist, Care Oregon – New Partner in last 36 months  
[wades@careoregon.org](mailto:wades@careoregon.org) | (541) 566-7430
- 3) Nathan Beard, Nathan Beard Job Development – Long Term Community Partner  
[nathan@nbjobdevelopment.com](mailto:nathan@nbjobdevelopment.com) | (541) 200-7057

Optional additional references (if permitted by the RFP):

- 4) Mike Hartford, Commander at Marion County Sheriff's Office – Long Term Partner  
[MHartford@co.marion.or.us](mailto:MHartford@co.marion.or.us) | (503) 566-6907
- 5) Christina McMahan, Director of Clackamas County Juvenile Department – CCJD Partner  
[CMcMahan@clackamas.us](mailto:CMcMahan@clackamas.us) | (503) 650-3171

**5.6 – Completed Proposal Certification Form (See Attached)**

## PROPOSAL CERTIFICATION

RFP #2025-78

Submitted by:

Pathfinders of Oregon DBA The Pathfinder Network  
(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:

Leiga Longoria-Navarro

Date:

11/17/2025

Signature:

[Signature]

Title:

Executive Director

Email:

longoria-navarro@pathfindersnetwork.org

Telephone:

503-754-8401

Oregon Business Registry Number:

358132-86

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**  
**QSOBAA**

**EXHIBIT C**  
**QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE**  
**AGREEMENT (“QSOBAA”)**

Contract #000000158

This Qualified Service Organization Business Associate Agreement (“Agreement”) is entered into by and between Clackamas County, on behalf of its Clackamas County Sheriff’s Office, Jail Division (“Covered Entity”), and Pathfinders of Oregon doing business as The Pathfinder Network (“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  
*Pathfinders of Oregon doing business as The  
Pathfinder Network*

Covered Entity  
*Clackamas County*



Date: 2025.12.22  
15:30:14 -08'00'

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Authorized Signature

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Date

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Signature

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