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Clackamas County
www.clackamas.us

April 9, 2026

BCC Agenda Date/Item:

Board of County Commissioners
 Clackamas County

Approval of a Local Subrecipient Grant Agreement with The Mental Health Association of Oregon for alcohol and drug recovery peer delivered services. Agreement Value is \$322,072 for 1 year. Funding is through the Oregon Health Authority. No County General Funds are involved.

Previous Board Action/Review	<ul style="list-style-type: none"> This is the renewal of previous Agreement #24-029/#11437- Agreement June 27, 2024, Agenda Item 20240627 V.G.23 Amendment #01 October 30, 2025, Agenda Item 20251030 V.D.2 		
Performance Clackamas	Healthy People		
Counsel Review	Yes – Sarah Foreman	Procurement Review	No
Contact Person	Karen Kern	Contact Phone	503-742-5335

EXECUTIVE SUMMARY: The Behavioral Health Division of the Health, Housing, and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with The Mental Health Association of Oregon, dba The Peer Company, for Alcohol and Drug Recovery Peer Delivered Services. Services will support Clackamas County residents at risk of substance use and/or abuse or in alcohol and drug recovery. Peer Support Specialists will assist individuals to access 12-step programs, support groups, and other resources, to develop recovery plans, and cultivate community and peer relationships. A selection committee selected the Peer Company to provide these peer-delivered services after a Notice of Funding Opportunity (NOFO) was conducted in October/November 2023.

The Peer Company is an inclusive peer-run nonprofit organization committed to promoting self-directed recovery and wellness for all individuals. The Peer Company works collaboratively with Behavioral Health to promote a recovery-oriented support system that focuses on hope, choice, personal responsibility, and self-determination.

The Agreement, with a maximum value of \$322,072.10 for 12 months, expires December 31, 2026.

RECOMMENDATION: Staff respectfully requests that the Board of Commissioners approve this Agreement (12435) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
 Director of Health, Housing, and Human Services

For Filing Use Only

**CLACKAMAS COUNTY, OREGON
LOCAL SUBRECIPIENT GRANT AGREEMENT**

Program Name: **A&D Peer Support**
Program Number: **400603 Peer Delivered Services**

H3S Agreement: **#12435**

This Agreement is between **Clackamas County**, Oregon, acting by and through its Department of Health, Housing and Human Services, Behavioral Health Division (“COUNTY”), and **The Mental Health Association of Oregon dba The Peer Company** (“SUBRECIPIENT”), an Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: Lorrie Biggs	Program Manager: Karen Kern
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 LBiggs@clackamas.us	Clackamas County – Behavioral Health Division 2051 Kaen Road, Suite 154 Oregon City, OR 97045 503-742-5335 KKern@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Zach Brooks	Program Representative: Terry Leckron-Myers
The Peer Company 2740 SE Powell Blvd., Suite 3 Portland, OR 97202 503-922-2377 zbrooks@thepeercompany.org	The Peer Company 2740 SE Powell Blvd., Suite 3 Portland, OR 97202 503-289-4444 tleckron-myers@thepeercompany.org

RECITALS

- 1) The County seeks to provide peer support services to Clackamas County residents at risk of substance use and/or addiction or in alcohol and drug recovery consistent with the Recovery Oriented System of Care model adopted by the County.
- 2) SUBRECIPIENT is an inclusive 501(c)(3) organization with more than thirty-six years of experience dedicated to empowering consumer/peer voice and recovery through services, education, and policies that foster wellness and full participation in the community.
- 3) The Grant Agreement (“Agreement”) of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and SUBSUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and will terminate on **December 31, 2026**, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **January 1,**

2026 and expiring **December 31, 2026**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

2. **Program.** The Program is described in **Exhibit A: Subrecipient Scope of Work & Performance Reporting**, attached hereto and incorporated by this reference herein. SUBRECIPIENT agrees to carry out the Program in accordance with the terms and conditions of this Agreement and according to SUBRECIPIENT scope of work in Exhibit A.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall perform all activities and programs in with the requirements of the **Community Mental Health Program (“CMHP”) IGA** that is the source of the grant funding and other required information in Exhibits A-H, which are attached to and made a part of this agreement by this reference. SUBRECIPIENT shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable local or State agency providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State other funding requirements.
4. **Grant Funds.** COUNTY’s funding for this Agreement is the **2026-27 Intergovernmental Agreement for the financing of Community Mental Health Programs** issued to COUNTY by the Oregon Health Authority (“OHA”). The maximum, not to exceed, grant amount that the COUNTY will pay is **\$322,072.10**. This is a cost reimbursement grant, the award is conditional and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit C: Required Financial Reporting and Payment Request**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funds advanced and unspent must be returned to COUNTY within 30 days of the end of termination period in Section 1 if award conditions are not met.
 - 4.1. **State Funds: \$322,075.10** in State funds are provided through the IGA with OHA.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term as follows:
 - a. At COUNTY’s discretion, upon thirty (30) days’ advance written notice to SUBRECIPIENT;
 - b. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT fails to comply with any term of this Agreement;
 - c. At any time upon mutual agreement by COUNTY and SUBRECIPIENT.
 - d. Immediately upon written notice provided to SUBRECIPIENT that COUNTY has determined funds are no longer available for this purpose.
 - e. Immediately upon written notice provided to SUBRECIPIENT that COUNTY lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - f. Immediately upon written notice to SUBRECIPIENT if SUBRECIPIENT is in default under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.

10. State Procurement Standards

- a) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Local Contract Review Board ("LCRB") regulations (Appendix C of Clackamas County Code, located at <http://www.clackamas.us/code/>), which are incorporated by reference herein.
- b) Procurements for goods and services under this award shall use processes as outlined below:

\$0-\$5,000	Direct procurement	One vendor contact
\$5,000-\$50,000	Intermediate procurement	Obtain & document three quotes, award on best value
\$50,000-\$150,000	Intermediate Plus procurement	Issue request for quotes or other appropriate form of solicitation, award on best value
+\$150,000	Formal	Formal solicitation process following written procurement policies

- c) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.

- d) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (“RFP”) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
 - e) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.
11. **No Duplicate Payment.** SUBRECIPIENT may use other funds in addition to the grant funds to complete the Program; provided, however, SUBRECIPIENT may not credit or pay any grant funds for Program costs that are paid for with other funds and would result in duplicate funding.
12. **Non-supplanting.** SUBRECIPIENT must ensure funds provided in this Agreement are used to supplement and not supplant moneys budgeted or received from any other source for the same activities.
13. **General Agreement Provisions.**
- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY’s next fiscal year, COUNTY’s obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
 - b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY, and its elected officials, officers, employees, and agents, harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney’s and expert fees) arising from or related to (1) SUBRECIPIENT’s negligent or willful acts or those of its employees, agents, or those under SUBRECIPIENT’s control; or (2) SUBRECIPIENT’s acts or omissions in performing under this Agreement including, but not limited to, any claim by State or Federal funding sources that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT’s actions, employees, agents or otherwise with respect to those under its control.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the State of Oregon and the Oregon Health Authority, subject to ORS chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, the County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of SUBRECIPIENT or its officers, employees, subcontractors, or agents under this Agreement.
 - c) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
 - d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of

COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.

- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- f) **Governing Law.** This Agreement is made in the State of Oregon and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- l) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- m) **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

14. Agreement Documents.

This Agreement consists of the following documents, which are attached and incorporated by reference herein:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Required Financial Reporting and Payment Request
- Exhibit D: General Administrative Requirements and Terms & Conditions
- Exhibit E: SUBRECIPIENT Insurance Requirements
- Exhibit F: Federal Terms and Conditions

The Mental Health Association of Oregon dba The Peer Company – A&D Peer Support

Local Subrecipient Grant Agreement – H3S #12435

Page 6 of 38

- Exhibit G: Qualified Service Organization Business Associate Agreement
- Exhibit H: Original Notice of Funding Opportunity and SUBRECIPIENT's approved proposal

In the event of a conflict between the terms of any exhibits to this Agreement, interpretations shall be based on the following order of precedence:

- This Agreement
- Exhibit G
- Exhibit D
- Exhibit F
- Exhibit E
- Exhibit A
- Exhibit C
- Exhibit B
- Exhibit H

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CLACKAMAS COUNTY

THE MENTAL HEALTH ASSOCIATION OF OREGON DBA THE PEER COMPANY

By: _____

By: Janis Gullickson

Its: _____

Its: Executive Director

Dated: _____

Dated: 3/16/2026

Approved for Legal Sufficiency:

By: Sarah Foreman

County Counsel

Dated: 3/24/2026

EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

PROGRAM NAME: A&D Peer Support	H3S #12435
SUBRECIPIENT: THE MENTAL HEALTH ASSOCIATION OF OREGON DBA THE PEER COMPANY	

SCOPE OF WORK

I. BACKGROUND

As part of Clackamas County’s Behavioral Health Redesign, which started in 2009, Clackamas County Behavioral Health Division committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services.

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

The supports provided are defined by the person asking for support. The individual defines their interests and goals and sets tasks to achieve those goals. The peer provides the support needed to develop the plan, complete the tasks, and achieve the goals laid out in the plan. Peer services are designed by peers for peers. They are flexible and community-based to meet the unique needs of each individual.

II. SERVICE PRIORITIES

a. In alignment with the Oregon Health Authority’s Service Priorities, SUBRECIPIENT shall for the purpose of provision of services funded by this Agreement follow the Service Priorities described below:

i. SUBRECIPIENT shall give first priority in providing services to each of the following:

1. Aid and Assist – Individuals who the court:

- a. Has reason to doubt are fit to proceed by reason of incapacity (as defined in ORS 161.360) under ORS 161.365;
- b. Had determined what action to take under ORS 61.370 but has not yet determined what action to take under ORS 161.370(2)(c);
- c. Has found to lack fitness to proceed under ORS 161.370 and are committed to the custody of the superintendent of the Oregon State Hospital (OSH); or
- d. Had determined lack of fitness to proceed under ORS 161.370 and are order to engage in community restoration services.
- e. Had determined to have no substantial probability of gaining or regaining fitness under ORS 161.367 and who are being discharged to the community.

2. Psychiatric Security Review Board (PSRB) – Individuals who:

- a. Are found guilty except for insanity of a criminal offense under ORS 161.327 or responsible except for insanity under ORS 419C.529; or
 - b. Are committed as extremely dangerous persons with qualifying mental disorder under ORS 426.701, or recommitted under ORS 426.702.
 3. Civil Commitment – Individuals who:
 - a. Are currently committed to OHA for treatment under ORS 426.130 or recommended to OHA under ORS 426.307;
 - b. Are diverted through the civil commitment process to voluntary treatment, conditional release, outpatient commitment, and assisted outpatient treatment (AOT) as described in ORS 426.125 through ORS 426.133, or ORS 426.237; or
 - c. Required emergency hold, custody, or secure transport services under ORS 426.228, ORS 426.231, ORS 426.232 and ORS 426.233, or are being held on a warrant of detention pending a civil commitment hearing under ORS 429.070.
 - ii. SUBRECIPIENT shall give second priority in providing services to individuals who are eighteen (18) years or older, and have a mental illness(es), including co-occurring mental health and Substance Use Disorders, and who as a result of their symptoms from their mental illness:
 1. Have had law enforcement contact that could have resulted in an arrest, citation, booking, criminal charge, or transport to jail, but have instead been referred to County or SUBRECIPIENT for services;
 2. Are in jail and are in need of mental health treatment; or
 3. In the previous six (6) months, have been twice detained on an emergency hold under ORS 426.232 or on a warrant of detention under ORS 426.070 but have not yet, as a result, been civilly committed.
 - iii. SUBRECIPIENT shall give third priority in providing services to all other individuals, who do not otherwise qualify under Section i and ii above, who:
 1. Are at immediate risk of hospitalization for the treatment of Mental or Emotional Disturbances, or are in need of services to avoid hospitalization or posing a health or safety risk to themselves or others;
 2. Are under eighteen (18) years of age who, in accordance with the assessment of professionals in the field of mental health, are at immediate risk of removal from their homes for treatment of Mental or Emotional Disturbances or exhibit behavior indicating high risk of developing disturbances of a severe or persistent nature;
 3. Because of the nature of their mental illness, their geographic location or their family income, are least capable of obtaining assistance from the private sector; or
 4. In accordance with the assessment of professionals in the field of mental health, are experiencing Mental or Emotional Disturbances but will not require hospitalization in the foreseeable future.
 - iv. SUBRECIPIENT shall give fourth priority in providing services to all other individuals who do not otherwise qualify under Section i through iii above, and who have or are at risk of developing a Mental or Emotional Disturbance or Substance Use Disorder.

III. OBJECTIVE AND FUNDED ACTIVITIES

- a. SUBRECIPIENT shall perform the following activities under the terms of this Agreement:
 - i. Provide peer support services to individuals living in Clackamas County:
 - 1. With an addiction or history of substance use
 - 2. At risk of substance use and/or addiction
 - 3. With an addiction and co-occurring mental health issues
 - 4. With mental health issues at risk of substance use and/or addiction
 - ii. Develop referral sources with system partners such as, but not limited to:
 - 1. Clackamas County Behavioral Health Division Adult Services Team
 - 2. Department of Human Services Child Welfare
 - 3. Clackamas County Jail
 - iii. Provide peer supports to individuals during transition periods from systems or programs back into community settings.
 - iv. Provide three (3) FTE Peer Support Specialists (“PSS”), who shall:
 - 1. Provide system navigation services and supports.
 - 2. Assist individuals in accessing 12-step programs, support groups, and other resources available in the community.
 - 3. Work with each individual to develop a recovery plan.
 - 4. Assist and support individuals to develop community and peer relationships (natural supports).
 - 5. Write a brief note per service provided to individual that describes the specific service/support provided.
 - 6. Assist in addressing other issues as identified by the individual served.
 - 7. Provide in-reach/out-reach activities to system partners for referrals.
 - 8. Participate in staff meetings as needed.
 - v. Provide workshops, trainings, support groups, and other opportunities for individuals within Clackamas County.
 - vi. Participate in planning, staff, advisory, and system collaboration meetings as requested by COUNTY.

IV. STANDARDS OF WORK

- a. SUBRECIPIENT agrees to work in conjunction with Clackamas County Behavioral Health Division to promote a recovery-oriented support system that focuses on hope, choice, personal responsibility, and self-determination.
- b. Peer Support Specialists will use a whole health approach not only addressing issues of mental health and addiction, but spiritual and physical health as requested by the individual.
- c. SUBRECIPIENT shall work in a collaborative process with COUNTY and other service providers to encourage communication and collaboration regarding the individual’s success in attaining their self-directed life goals.

V. STAFF STANDARDS

- a. SUBRECIPIENT shall ensure the following for all staff employed as a part of this Agreement:

- i. Successful criminal background check through the State of Oregon Background Check Unit (“BCU”) compliant with ORS Chapter 181 and OAR 407-007-0000 to OAR 407-007-0370.
 - ii. Positive clearance through the General Services Administration System for Award Management (“SAM”) at the time of hire and monthly thereafter.
 - iii. Positive clearance through the Office of Inspector General’s (“OIG”) List of Excluded Individuals/Entities at time of hire and monthly thereafter.
 - iv. Document and certify that staff education, degrees, licenses, certifications, work experience, competence and supervision are adequate to permit staff to perform assigned duties.
- b. SUBRECIPIENT shall ensure all staff with direct (in-person or virtual) one-on-one contact with County residents:
 - i. Complete the Oregon Health Authority approved training program for Peer Delivered Services and adherence to all requirements in the Traditional Health Worker administrative rules including OAR 410-180-030 to OAR 410-180-0380 certification and continuing education, and shall demonstrate (a) the ability to support others in their recovery or resiliency, and (b) personal life experience and tools of self-directed recovery and resiliency.
- c. SUBRECIPIENT shall not permit any person to provide services under this Agreement who has been terminated from the Division of Medical Assistance Program or excluded as Medicare/Medicaid providers by the Centers for Medicare and Medicaid Services who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 “Program Integrity – Medicare and State Health Care Programs Subpart B”.

VI. PERFORMANCE REPORTING

- a. SUBRECIPIENT shall submit performance reports quarterly. Reports shall be submitted to COUNTY no later than thirty (30) days following the end of each reporting period. Due dates for reports are as follows:

Reporting Schedule		
	Reporting Period	Report Due
1st Report	January 1 – March 31, 2026	No later than April 30, 2026
2nd Report	April 1 – June 30, 2026	No later than July 30, 2026
3rd Report	July 1 – September 30, 2026	No later than October 30, 2026
4th Report	October 1 – December 31, 2026	No later than January 30, 2027

- b. SUBRECIPIENT shall submit a report of individuals served under this Agreement. Information in the report shall include:
 - i. Number of individuals served during the reporting period
 - ii. Number of new individuals served during the reporting period
 - iii. Number of individuals who concluded support services during the reporting period

- c. SUBRECIPIENT shall submit a report of experience of services as reported by individuals served under this Agreement. The report shall include:
 - i. Was a recovery plan completed for each individual served?
 - ii. Number of individuals who experienced substance use relapse and/or recidivated
 - iii. Number of individuals who returned to a residential or hospital setting
 - iv. Does the individual feel they would have relapsed, returned to treatment or the corrections system if not for Peer Delivered Services?
 - v. Does the individual feel their quality of life has improved overall?
 - vi. Has there been an increase in natural supports?

- d. SUBRECIPIENT shall report the number of trainings provided during the reporting period. Information included in this report shall include, but is not limited to, the following:
 - i. Number of continuing education/training programs or classes attended by Peer Support Specialists
 - ii. Number of workshops, support groups, or presentations conducted for individuals receiving services
 - iii. Number of outreach activities conducted to inform community partners and potential referral sources about the role of Peer Support Specialists and the Support Services available.

- e. SUBRECIPIENT shall, as required by OHA, report the number of individuals who received barrier removal services, funded through this Agreement, during the reporting period by Service Priority area as described in Section II. above.
 - i. Number of individuals who received phone or internet bill assistance
 - 1. Number in Priority 1
 - 2. Number in Priority 2
 - 3. Number in Priority 3
 - 4. Number in Priority 4
 - ii. Number of individuals who received transportation assistance
 - 1. Number in Priority 1
 - 2. Number in Priority 2
 - 3. Number in Priority 3
 - 4. Number in Priority 4
 - iii. Number of individuals who received interpreter services
 - 1. Number in Priority 1
 - 2. Number in Priority 2
 - 3. Number in Priority 3
 - 4. Number in Priority 4
 - iv. Number of individuals who received medical services or medications
 - 1. Number in Priority 1
 - 2. Number in Priority 2
 - 3. Number in Priority 3
 - 4. Number in Priority 4
 - v. Number of individuals who received assistance with the costs associated with obtaining/continuing representative payee services
 - 1. Number in Priority 1
 - 2. Number in Priority 2
 - 3. Number in Priority 3
 - 4. Number in Priority 4

**EXHIBIT B
 SUBRECIPIENT PROGRAM BUDGET**

PROGRAM NAME: A&D Peer Support	H3S #12436
SUBRECIPIENT: THE MENTAL HEALTH ASSOCIATION OF OREGON DBA THE PEER COMPANY	

A&D PEER SUPPORT BUDGET	
	2026
Personnel Services	
Salary 3.31 FTE	\$ 188,248.21
Payroll taxes	\$ 20,801.43
Workers Compensation	\$ 2,014.26
Benefits	\$ 31,521.38
<i>Personnel Services Total</i>	\$ 242,585.28
Materials, Supplies & Services	
<u>Contractual</u>	
Professional Services	\$ 2,391.37
<u>Travel and Transportation</u>	
Local Travel/Mileage	\$ 9,478.07
Peerpocalypse	\$ 5,324.95
<i>Materials, Supplies & Services Total</i>	\$ 17,194.39
Operating Expenses	
Fees, Licenses & Permits	\$ 496.50
Program Supplies	\$ 600.00
Printing and Postage	\$ 118.47
Software	\$ 1,224.83
Database Software Fee	\$ 5,443.86
Peer Needs	\$ 600.00
Copier Lease and Copies	\$ 112.03
Rent - Office	\$ 7,179.18
Phone	\$ 1,665.86
Utilities	\$ 1,593.03
Janitorial	\$ 1,251.87
<i>Operating Expenses Total</i>	\$ 20,285.63
Subtotal	\$ 280,065.30
Indirect Rate 15%	\$ 42,009.80
TOTALS	\$ 322,075.10

EXHIBIT C
REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST

1. SUBRECIPIENT shall submit a monthly Request for Reimbursement, using the invoice template provided by COUNTY, referencing grant agreement **#12435**.
2. Requests for reimbursement shall be submitted by the **12th of the month** for the previous month. The final request for reimbursement shall be submitted by January 12, 2027 for December 31, 2026 expenses.
3. Request for Reimbursement shall be submitted electronically to:

BHAP@clackamas.us
4. Invoices are subject to the review and approval of the Program Manager. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

EXHIBIT D
GENERAL ADMINISTRATIVE REQUIREMENTS AND TERMS & CONDITIONS

1. Status

a) COUNTY has determined:

Entity is a non-federal subrecipient Entity is a contractor Not applicable

2. Administrative Requirements. SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** SUBRECIPIENT shall use adequate internal controls and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
- d) **Cost Principles.** SUBRECIPIENT shall only use grant funds for eligible costs set forth in Exhibit A. Costs disallowed by the funding agency listed in the body of this Agreement shall be the liability of the SUBRECIPIENT.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT chooses a de minimis rate of 15% for indirect cost recovery on this award.
- i) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit C: Required Financial Reporting and Payment Request.
- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting.

- k) Financial Reporting.** Upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit C: Required Financial Reporting and Payment Request on a monthly basis.
- l) Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial, performance, and other reports as required by the terms and conditions of OHA IGA #44300-00054282 and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- m) Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring. COUNTY, OHA and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- n) Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years from the end of program date, or such longer period as may be required by OHA or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- o) Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OHA IGA #44300-00054282, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.

3. Default

- a) Subrecipient's Default.** SUBRECIPIENT will be in default under this Agreement upon the occurrence of the following:

 - a.** SUBRECIPIENT fails to use the grant funds for eligible purposes described in Exhibit A;
 - b.** Any representation, warranty or statement made by SUBRECIPIENT in this Agreement or in any documents or reports relied upon by COUNTY to measure the Program, the expenditure of grant funds or the performance by SUBRECIPIENT is untrue in any material respect when made;
 - c.** After thirty (30) days' written notice with an opportunity to cure, SUBRECIPIENT fails to comply with any term or condition set forth in this Agreement;
 - d.** A petition, proceeding, or case is filed by or against SUBRECIPIENT under federal or state bankruptcy, insolvency, receivership, or other law.
- b) County's Default.** COUNTY will be in default under this Agreement if, after thirty (30) days' notice and opportunity to cure, COUNTY fails to perform a material obligation under this Agreement provided, however, that failure to disburse grant funds due to lack of appropriation shall not constitute a default of COUNTY.

4. Remedies

- a) **County's Remedies.** In the event of SUBRECIPIENT's default, COUNTY may, at its option, pursue any or all remedies available to it under this Agreement, at law, or in equity including, but not limited to: (1) withholding SUBRECIPIENT grant funds until compliance is met; (2) reclaiming grant funds in the case of omissions or misrepresentations in financial or programmatic reporting; (3) requiring repayment of any funds used by SUBRECIPIENT in violation of this Agreement; (4) termination of this Agreement; (5) declaring SUBRECIPIENT ineligible for receipt of future awards from COUNTY; (6) initiation of an action or proceeding for damages, declaratory, or injunctive relief.
- b) **Subrecipient's Remedies:** In the event COUNTY is in default, and whether or not SUBRECIPIENT elects to terminate this Agreement, SUBRECIPIENT's sole remedy for COUNTY's default, subject to the limits of applicable law or in this Agreement, is reimbursement for eligible costs incurred in accordance with this Agreement, less any claims COUNTY may have against SUBRECIPIENT. In no event will COUNTY be liable to SUBRECIPIENT for expenses related to termination of this Agreement or for any indirect, incidental, consequential or special damages.

5. HIPAA Compliance.

SUBRECIPIENT 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"), together with the regulations governing disclosure of substance use disorder information under 42 C.F.R. Part 2. SUBRECIPIENT shall further execute the Qualified Service Organization Business Associate Agreement attached hereto as Exhibit G and incorporated by this reference herein.

6. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- b) **Compliance With Applicable Law.** SUBRECIPIENT shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- c) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to this Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the Program. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d) Confidential Information.** SUBRECIPIENT acknowledges that it and its employees and agents may, in the course of performing their obligations under this Agreement, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as “Personal Information” is defined in ORS 646A.602(11)). SUBRECIPIENT 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 SUBRECIPIENT 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 Agreement, or as may be permitted under applicable law, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e) Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT’s written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

7. Dispute Resolution.

The parties will attempt in good faith to informally resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation or non-binding arbitration.

EXHIBIT E INSURANCE

During the term of this Agreement, SUBRECIPIENT shall maintain in full force at its own expense, each insurance noted below:

1. **Workers Compensation.** SUBRECIPIENT, its subcontractors, if any, and all employers providing work, labor, or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126. SUBRECIPIENT shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

2. **Professional Liability.** **Required by County** **Not required by County**

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages because of personal injury, bodily injury, death, or damage to property caused by error, omission or negligent acts related to the professional services to be provided under this Agreement. The policy must provide extending reporting period coverage for claims made within two years after this Agreement is completed.

If this box is checked Professional Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate.

3. **General Liability.** **Required by County** **Not required by County**

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage for the protection of the **County and the State of Oregon, and its officers, elected officials, agents, and employees.** It shall include contractual liability coverage for the indemnity provided under this Agreement.

If this box is checked General Liability limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

4. **Automobile Liability.** **Required by County** **Not required by County**

Commercial Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury, Death, and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

Commercial Automobile Liability insurance limits shall be \$2,000,000 per occurrence and \$4,000,000 in annual aggregate for bodily injury/death, and \$200,000 per occurrence and \$600,000 annual aggregate for property damage.

Personal Automobile Liability insurance limits shall be not less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000/property damage.

5. **Physical Abuse and Molestation Liability.** **Required by County** **Not required by County**

Physical Abuse and Molestation Liability insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000.

Coverage shall be provided through either general liability or professional liability coverage. Proof of Sex Abuse/Molestation insurance coverage must be provided.

6. Privacy and Network Security. **Required by County** **Not required by County**

Privacy and Network Security coverages shall be obtained and maintained to provide protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limit of \$1,000,000 per claim/annual aggregate.

If this box is checked Privacy and Network Security limit shall be at least \$4,000,000.

7. Additional Insured Provision. The insurance, other than Professional Liability (except to the extent it only applies to Commercial General Liability exposures), Workers' Compensation, Personal Automobile Liability and Pollution Liability Insurance, shall include **Clackamas County and the State of Oregon, and their officers, elected officials, agents, and employees** as an additional insured.

8. Primary Coverage Clause. SUBRECIPIENT's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

9. Cross-Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.

10. "Tail" Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, SUBRECIPIENT shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Agreement, for a minimum of twenty-four (24) months following the later of: (i) SUBRECIPIENT's completion and COUNTY's acceptance of all Services required under the Provider Agreement; or (ii) the expiration of all warranty periods provided under the Agreement. Notwithstanding the foregoing 24-month requirement, if SUBRECIPIENT elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then SUBRECIPIENT may request and COUNTY may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If COUNTY approval is granted, SUBRECIPIENT shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

11. Self-insurance. SUBRECIPIENT may fulfill one or more of its insurance obligation herein through a program of self-insurance, provided that SUBRECIPIENT's self-insurance program complies with all applicable laws, provides coverage equivalent in both type and level to that required in this Exhibit, and is reasonably acceptable to COUNTY. SUBRECIPIENT shall furnish an acceptable insurance certificate to COUNTY for any insurance coverage required by this Agreement that is fulfilled through self-insurance. Stop-loss insurance and reinsurance coverage against catastrophic and unexpected expenses may not be self-insured.

12. Certificates of Insurance. SUBRECIPIENT shall furnish evidence of the insurance required in this Agreement. SUBRECIPIENT will maintain the insurance in full force throughout the duration of this Agreement. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten (10) days prior to coverage expiration which references "Clackamas County Agreement 24-021" in the certificate description. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to COUNTY. SUBRECIPIENT shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Certificate Holder should be:

Clackamas County, 2051 Kaen Road, Oregon City, Oregon 97045

Certificates of Insurance shall be submitted electronically or by mail to:

BHContracts@clackamas.us

Clackamas County Behavioral Health Division
Attn: Contracts
2051 Kaen Road, Suite 154
Oregon City, OR 97045

- 13. Insurance Carrier Rating.** Coverages provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 14. Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the Work performed under this Agreement.
- 15. Notice of cancellation or change.** There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from SUBRECIPIENT or its insurer(s) to COUNTY at the following address: Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City, OR 97045 or BHContracts@clackamas.us.
- 16. Insurance Compliance.** COUNTY will be entitled to enforce SUBRECIPIENT compliance with the insurance requirements, and will take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force, terminating the Agreement as permitted by the Agreement, or pursuing legal action to enforce the insurance requirements. In no event shall COUNTY permit a SUBRECIPIENT to work under this Agreement when COUNTY is aware that SUBRECIPIENT is not in compliance with the insurance requirements.

EXHIBIT F
REQUIRED FEDERAL TERMS AND CONDITIONS

SUBRECIPIENT shall comply with the following federal requirements, when federal funding is being used to fund this Agreement. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement:

 - a. Title VI and VII of the Civil Rights Act of 1964, as amended;
 - b. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
 - c. The Americans with Disabilities Act of 1990, as amended;
 - d. Executive Order 11246, as amended;
 - e. The Health Insurance Portability and Accountability Act of 1996, as amended;
 - f. The Age Discrimination in Employment Act of 1967, as amended;
 - g. The Age Discrimination Act of 1975, as amended;
 - h. The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended;
 - i. All regulations and administrative rules established pursuant to the foregoing laws;
 - j. All other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations; and
 - k. All federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Services in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** SUBRECIPIENT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 SUBRECIPIENT shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C.1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subrecipients shall include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** Subrecipients shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of the SUBRECIPIENT'S knowledge and belief that:

 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c.** SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e.** No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
 - f.** No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** SUBRECIPIENT shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the

Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. **Audits.** Subrecipients, as defined in 45 CFR 75.2, shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in federal funds (from all sources) in a fiscal year beginning prior to December 26, 2014, a subrecipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to County within thirty (30) calendar days of completion. If a sub recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
8. **Debarment and Suspension.** SUBRECIPIENT shall not permit any person or entity to be a provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
9. **Drug-Free Workplace.** SUBRECIPIENT shall comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT'S workplace or while providing Services to clients. SUBRECIPIENT'S notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any provider to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT'S employees, officers, agents or providers may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or

impairments in mental or physical performance leading a reasonable person to believe the SUBRECIPIENT or SUBRECIPIENT'S employee, officer, agent or provider has used a controlled substance, prescription or non-prescription medication that impairs the SUBRECIPIENT or SUBRECIPIENT'S employee, officer, agent or provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** SUBRECIPIENT shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. **Medicaid Services.** To the extent SUBRECIPIENT provides any Service in which costs are paid in whole or in part by Medicaid, SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT'S understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers, and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).

12. **ADA.** SUBRECIPIENT shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.

13. **Agency-Based Voter Registration.** If applicable, SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.

14. **Disclosure.**
 - a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the

primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last ten (10) years.
- c. County or OHA reserves the right to take such action required by law, or where County or OHA has discretion, it deems appropriate, based on the information received (or the failure to receive) from the provider, fiscal agent or managed care entity.

15. Special Federal Requirements Applicable to Addiction Treatment, Recovery & Prevention Services for Agencies receiving Substance Use Prevention, Treatment, and Recovery Services (SUPTRS) Block Grant funds.

- a. **Order for Admissions:**
 - (i) Pregnant women who inject drugs;
 - (ii) Pregnant substance abusers;
 - (iii) Other Individuals who inject drugs; and
 - (iv) All others.
- b. **Pregnant Women.** If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services, SUBRECIPIENT must:
 - (i) Within the priority categories, if any, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within forty-eight (48) hours;
 - (ii) If SUBRECIPIENT has insufficient capacity to provide treatment Services to a pregnant woman, SUBRECIPIENT must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within forty-eight (48) hours, including a referral for prenatal care; and
 - (iii) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
- c. **Intravenous Drug Abusers.** If SUBRECIPIENT provides any Addiction Treatment,

Recovery & Prevention Services, SUBRECIPIENT must:

- (i) Within the priority categories, if any, and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (ii) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching ninety (90) percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within seven (7) calendar days;
 - (iii) If SUBRECIPIENT receives a request for admission to treatment from an intravenous drug abuser, SUBRECIPIENT must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
 - 1. Fourteen (14) calendar days after the request for admission to SUBRECIPIENT is made;
 - 2. One hundred-twenty (120) days after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than forty-eight (48) hours after such request; or
 - 3. If SUBRECIPIENT has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that Interim Services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the County of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus (HIV) and tuberculosis (TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within forty-eight (48) hours.
 - 4. "Interim Services" as described in 45 CFR §96.121, means:
 - A. Services provided, until an Individual is admitted to substance abuse treatment program, for reducing the adverse health effects of such abuse, promoting the health of the individual, and reducing the risk of transmission of disease. At a minimum Interim Services include counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - B. Referral for HIV or TB treatment Services, where necessary; and
 - C. Referral for prenatal care, if appropriate, until the Individual is admitted to a Provider's Services.
 - D. If SUBRECIPIENT treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, SUBRECIPIENT shall carry out outreach activities to encourage Individual intravenous drug users in need of such treatment to undergo treatment and shall document such activities.
- d. **Infectious Diseases.** If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services, SUBRECIPIENT shall:
- (i) Complete a risk assessment for infectious disease including Human

- Immunodeficiency Virus (HIV) and tuberculosis (TB), as well as sexually transmitted diseases, based on protocols established by OHA, for every Individual seeking Services from SUBRECIPIENT; and
- (ii) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if SUBRECIPIENT denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
 - (iii) For purposes of (ii) above, “tuberculosis Services” means:
 - 1. Counseling the Individual with respect to tuberculosis;
 - 2. Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
 - 3. Appropriate treatment Services.
- e. **OHA Referrals.** If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services, within the priority categories, if any, and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery & Prevention Service delivery to persons referred by OHA.
- f. **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention Service due to culture, gender, language, illiteracy, or disability, SUBRECIPIENT shall develop support Services available to address or overcome the barrier, including:
 - (i) Providing, if needed, hearing impaired or foreign language interpreters.
 - (ii) Providing translation of written materials to appropriate language or method of communication.
 - (iii) Providing devices that assist in minimizing the impact of the barrier.
 - (iv) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- g. **Misrepresentation.** SUBRECIPIENT shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by County or OHA.
- h. **Oregon Residency.** Addiction Treatment, Recovery & Prevention Services funded through this Agreement, may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child’s residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- i. **Tobacco Use.** If SUBRECIPIENT has Addiction Treatment, Recovery & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, SUBRECIPIENT must implement a policy to eliminate smoking and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.
- j. **Client Authorization.** SUBRECIPIENT must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. SUBRECIPIENT must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery & Prevention Service to that Individual.

16. **Community Mental Health Block Grant (MHBG)** funds, if any, awarded under this Agreement are subject to the federal use restrictions and requirements set forth in Catalog of

Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and SUBRECIPIENT shall comply with those restrictions.

- 17. Substance Use Prevention, Treatment, and Recovery Support Services Block Grant (SUPTRS BG).** To the extent SUBRECIPIENT provides any Service in which costs are paid in whole or in part by the Substance Use, Prevention, Treatment and Recovery Services Block Grant, SUBRECIPIENT shall comply with federal rules and statutes pertaining to the Substance Use, Prevention, Treatment, and Recovery Services Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent SUBRECIPIENT provides any substance abuse prevention or treatment Services, SUBRECIPIENT shall comply with the confidentiality requirements of 42 CFR Part 2. SUBRECIPIENT may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.
- 18. Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at:
<http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.
- 19. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding agency in 2 CFR Subtitle B, including but not limited to the following:

 - a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. Procurement Standards.** When procuring goods and services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B, and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of SUBRECIPIENT, and SUBRECIPIENT shall also include these contract provision in its contracts with non-Federal entities.

EXHIBIT G QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

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

RECITALS

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

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

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

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

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

Now, therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

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

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

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

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

- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
- 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
- 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
- 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.
- 2.17 To not use or disclose PHI related to reproductive health care in accordance with the prohibitions set forth in 45 CFR 164.502 and 45 CFR 164.509, and to obtain an attestation before disclosing PHI potentially related to reproductive health care in accordance with 45 CFR 164.509.

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

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral

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

SECTION IV – NOTICE OF PRIVACY PRACTICES

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

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,

- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2 Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.
- 5.3 Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.
If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.
Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.
- 6.3 **Effect of Termination.**
 - a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
 - b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

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

(Signature Page for QSOBAA Follows)

**SIGNATURE PAGE FOR QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE
AGREEMENT**

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

Business Associate
*The Mental Health Association of Oregon
dba The Peer Company*

Covered Entity
Clackamas County

By: *Janie Gullickson*
Authorized Signature

By: _____

Title: Executive Director

Title: _____

Date: 3/16/2026

Date: _____

EXHIBIT H
ORIGINAL NOTICE OF FUNDING OPPORTUNITY AND SUBRECIPIENT'S PROPOSAL



Mary Rumbaugh, Director
Behavioral Health Division

NOTICE OF FUNDING OPPORTUNITY

Issue Date: 10/2/23

Project Name:	Alcohol & Drug (A&D) Peer Support Services
Due Date/Time:	Wednesday, November 1, 2023, 5:00pm
Contact:	Elise Thompson, System Coordination Manager

Submit Proposal by EMAIL or US Mail

EMAIL: BHContracts@clackamas.us, emailed submissions must have Notice of Funding Opportunity- Alcohol & Drug (A&D) Peer Support Services in the subject line.

US POSTAL SERVICE: Elise Thompson, System Coordination Manager, Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City OR 97045

Respondents are encouraged to submit a response anytime during the NOFO announcement period; do not wait until the due date and time. Proposals will be reviewed as they are received to determine award and contracts will be issued immediately so that services may begin as quickly as possible.

Clackamas County’s Health Housing and Human Services Department’s Behavioral Health Division is seeking applications from agencies and/or organizations that provide peer delivered services to individuals with an addiction or history of substance use, may be at risk of substance use and/or addictions, with an addictions and co-occurring mental health issues or with mental health issues at risk for substance use and/or addiction. If you need this noticed translated into another language please contact us via email at BHContracts@clackamas.us.

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Respondents are required to read, understand, and comply with all information contained within this Notice of Funding Opportunity (“NOFO”). All Proposals are binding upon the Respondents for sixty (60) days from the Proposal Due Date/Time.

Proposals are to be emailed to BHContracts@clackamas.us. If mailed or hand delivered, the Proposal must be submitted to Elise Thompson, System Coordination Manager, Clackamas County Behavioral Health Division, 2051 Kaen Road, Suite 154, Oregon City OR 97045. Proposals received after the Proposal Due Date/Time will not be considered.

All questions regarding this NOFO are to be directed to BHContracts@clackamas.us at the Clackamas County Behavioral Health Division. Respondents may not communicate with County employees or representatives about the NOFO during the procurement process until the Clackamas

County Behavioral Health Division has notified Respondents of the selected Proposals. Communication in violation of this restriction may result in rejection of a Proposal.

Responses to questions will be posted weekly as FAQs at <https://www.clackamas.us/grants>. Questions received after October 19, 2023 will not receive a response.

2. INTRODUCTION

The Clackamas County's Behavioral Health Division is seeking qualified programs and organizations to provide peer delivered support services in the areas of mental health and substance use. Services are to be provided within Clackamas County and serving adults residing in Clackamas County.

In submitting a response to this Notice of Funding Opportunity, the proposer certifies that paid staff providing services under any contract issued will be paid a living wage and receive appropriate benefits.

3. GOAL

Program services are intended to serve adults, ages 18 and older, who are not eligible for Medicaid coverage but otherwise meet Care Oregon's Adult Level of Care Utilization Management for Level D. This includes individuals who experience a primary diagnosis of severe mental illness, such as Schizophrenia, Schizoaffective Disorder, Bipolar Disorder, and Major Depressive Disorder, who also present with significant functional impairments. Additionally, individuals must also experience multi-system involvement, high inpatient utilization, involvement or high risk of involvement with the criminal justice system, severe lack of ability to meet basic survival needs and/or inability to utilize traditional office based services or less intensive community based services.

4. PROGRAM OVERVIEW

Provide peer support services to individuals living in Clackamas County:

- With an addiction or history of substance use
- At risk of substance use and/or addiction
- With an addiction and co-occurring mental health issues
- With mental health issues at risk for substance use and/or addiction

Develop referral sources with system partners such as, but not limited to:

- Clackamas Behavioral Health Division
- Department of Human Services
- Clackamas County Jail
- Mental Health, Drug, Family, and other courts in the County
- Treatment programs

Provide workshops, trainings, support groups, and other opportunities for individuals within the County.

Participate in planning, staff, advisory, and system collaboration meetings as requested by the County.

Standards of Work

- Applicant agrees to work in conjunction with Clackamas County Behavioral Health Division to promote a recovery-oriented system of care that focuses on hope, choice, personal responsibility, and self-determination.
- Peer Support Specialists will use a whole health approach not only addressing issues of mental health and addiction, but spiritual and physical health as requested by the individual.
- Applicant will work in a collaborative process with the County and other services providers to encourage communication and collaboration regarding the individual's success in attaining their self-directed life goals.
- Peer Support Specialists will have received an Addictions and Mental Health peer training(s) approved by the State of Oregon and the Traditional Health Worker Commission.
- Applicant must provide background checks for Peer Support Specialists through the State of Oregon's Background Check Unit and/or Addiction counselor Certification Board of Oregon prior to the Specialist providing peer support services.
- Program agents and employees must maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, acknowledgement of the existence of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), PL 104-191, 45 CFR Parts 160-164, and agreement to comply with all applicable requirements of HIPAA related to the confidentiality of client records or other client identifying information is required.

Staffing

Provide Peer Support Specialists (PSS)

- Provide system navigation services and supports
- Assist individuals in accessing 12-step programs, support groups, treatment, and other resources available in the community.
- Work with each individual to develop a recovery plan
- Assist and support individuals to develop community and peer relationships (natural supports)
- Assist in addressing other issues as identified by the individual served
- Conduct in-reach/out-reach activities to system partners for referrals

5. ELIGIBILITY REQUIREMENTS

Peer run organizations with the ability to address substance use and mental health issues to individuals in Clackamas County may apply.

Peer Support Specialist must be registered Traditional Health Workers and/or a Certified Recovery Mentor per OAR 410-180-0300.

Applicants must have a Unique Entity ID number, have an active, publicly viewable registration in sam.gov and not be disbarred or suspended.

6. REPORTING REQUIREMENTS

a. Organization shall be required to submit quarterly performances reporting to include:

- Number of individuals served during the reporting period.
- Number of new individuals served during the reporting period.
- Number of individuals who concluded support services during the reporting period.
- Was a recovery plan completed for each individual served?
- Number of individuals who experienced substance use relapse and/or recidivated.
- Number of individuals who returned to a residential or hospital setting.
- Does the individual feel they would have relapsed, returned to treatment or the corrections system if not for Peer Delivered Services?
- Does the individual feel their quality of life has improved overall?
- Has there been an increase in natural supports?

b. Organization shall report the number of trainings provided during the reporting period. Information included in this report shall include, but is not limited to, the following:

- Number of continuing education/training programs or classes attended by Peer Support Specialists.
- Number of workshops, support groups, or presentations conducted for individuals receiving services.
- Number of outreach activities conducted to inform community partners and potential referral sources about the role of Peer Support Specialists and the Support Services available.

7. EVALUATION CRITERIA

Applications will be evaluated by the sections below:

Organization Overview	10 points
Program Narrative	25 points
Workshops, Support Groups, and Training	25 points
Staffing Plan and Development	20 points
Quality Assurance and Data Collection	10 points
Budget and Budget Narrative	10 points

All applicants are subject to a federally-required risk assessment prior to award issuance.

8. FUNDING CYCLE AND TIMELINE

NOFO Issuance Date	10/2/23
Last day to ask questions	10/19/2023
Application Due Date	11/1/2023
Award Decisions and Notification (estimated)	11/15/2023
Agreement Start Date (estimated)	01/01/2024
Agreement End Date (maximum; initial agreement through 6/30/25)	6/30/2027

9. AWARD INFORMATION

Federal Funding. for this opportunity is through Block Grants for Prevention and Treatment of Substance Abuse awarded by the United State Department of Health and Human Services. *Federal Assistance Listing Number: 93.959.*

Funding Source	Federal Funding: Substance Abuse Prevention and Treatment Block Grant (ALN: 93.959), U.S. Department of Health and Human Services
Number of Awards issued from this announcement	One (1)
Maximum Award Amount	\$1,230,796 (42 Months), \$351,656 per year maximum

Start & End Dates. The anticipated start date for funding agreements is January 1, 2024 and the initial agreement will continue through June 30, 2025. At its sole discretion, the County may extend this agreement by two years, through June 30, 2027, depending upon satisfactory performance and continued availability of funding.

10. NON-DISCRIMINATION DISCLOSURE

Per the Civil Rights Act of 1964, no person shall, on the basis of race, color, or national origin, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any County program, service or activity.

11. HOW TO APPLY

Each application must contain;

- a. APPLICATION COVER PAGE
- b. NARRATIVE
- c. BUDGET

Submit with Application:

- i. Applicant's most recently completed independent audit; if no audit, independent financial review; if no independent review, most recent 990. If a new nonprofit,

must provide evidence of 3 months of unrestricted funding to be used in support of at least the administrative costs on the award.

APPLICATION COVER PAGE

Date:	
--------------	--

Legal Organization Name	
Alternate name/acronym	
Address	
Website	
Phone	
Executive Director Name	
Email and Phone	
Oregon Business Registry Number	
Federal Employer ID Number (EIN)	
Unique Entity ID Number	
Program Contact Name	
Email and Phone	
Fiscal Contact Name	
Email and Phone	
Funding Amount Requested	

With my signature, I certify the following:

1. The above information is correct;
2. I am authorized by the governing board of the applicant organization to submit this grant proposal;
3. The organization is in good standing with the IRS, retains its 501(c)(3) tax exempt status, and is further classified as a public charity and not a private foundation, or is a public agency or school district;
4. The organization does not discriminate on the basis of race, religion, sexual preference, sexual orientation, physical circumstances, or national origin;
5. The organization agrees to submit quarterly progress reports and final progress reports.
6. The organization agrees to submit proof of insurance at the levels required by county.

Signing Authority Name (printed)

Title

Signature

Date

PROGRAM NARRATIVE

Directions: Address each narrative component listed below completely. Responses will be valued as shown below, for a total score of 100 points.

1. Organization Overview (10 points)

2. Narrative: (Total 80 Points)

- a. Program Narrative (25 Points)
- b. Workshops, Support Groups, and Trainings (25 Points)
- c. Staffing plan and Development (20 Points)
- d. Quality Assurance and Data Collection (10 Points)

BUDGET

1. Program Budget (5 Points)

Identify all expenses related to this application. Add additional lines as necessary.

ITEM/EXPENSE	Budgeted Cost
Personnel and Fringe (List each position separately and include FTE and fringe rate)	
Administrative costs Indirect Costs* (provide detail in the budget narrative)	
Program Costs -Materials/Supplies (Curriculum, incentives, etc. List each separately)	
Professional fees (provide detail in budget narrative)	
Trainings (provide detail in budget narrative)	
Mileage (provide detail in budget narrative)	
Additional expenses (list each separately)	
TOTAL BUDGET	

*Indirect costs will be paid as follows:

- Applicants without a federally-negotiated rate may claim the federal de minimum rate of 10% of modified total direct costs (MTDC), as defined in 2 CFR 200.1
- Applicants with a negotiated rate, either through a federal agency or another pass-through entity, may claim their negotiated rate. Please provide a copy of your rate approval letter with your submission if exercising this option.

2. Budget Narrative (5 Points)

Provide a narrative that clearly explains all sections of the budget (salary/fringe, administrative, program, and any other costs associated with this project).

APPLICATION COVER PAGE

Date:	November 1, 2023
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Legal Organization Name	The Mental Health Association of Oregon
Alternate name/acronym	Mental Health & Addiction Association of Oregon (MHA AO)
Address	411 NE 19th Ave, Portland OR 97232
Website	www.mhaoforegon.org
Phone	(503) 922-2377
Executive Director Name	Janie Gullickson
Email and Phone	jpgullickson@mhaoforegon.org 971-241-6677
Oregon Business Registry Number	16522484
Federal Employer ID Number (EIN)	93-1012686
Unique Entity ID Number	MHM2Y1E65QH3
Program Contact Name	Terry Leckron-Myers, Deputy Director of Programs
Email and Phone	Tleckron-myers@mhaoforegon.org 503-289-4444
Fiscal Contact Name	John Domingo, Finance Director
Email and Phone	jdomingo@mhaoforegon.org 503-505-0768
Funding Amount Requested	\$1,324,317.75

With my signature, I certify the following:

1. The above information is correct;
2. I am authorized by the governing board of the applicant organization to submit this grant proposal;
3. The organization is in good standing with the IRS, retains its 501(c)(3) tax exempt status, and is further classified as a public charity and not a private foundation, or is a public agency or school district;
4. The organization does not discriminate on the basis of race, religion, sexual preference, sexual orientation, physical circumstances, or national origin;
5. The organization agrees to submit quarterly progress reports and final progress reports.
6. The organization agrees to submit proof of insurance at the levels required by county.

Janie Gullickson

Signing Authority Name (printed)

Janie Gullickson

Signature

Executive Director

Title

November 1, 2023

Date

MHAAO Response to Clackamas County RFP: Alcohol & Drug (A&D) Peer Support Services

PROGRAM NARRATIVE

1. Organization Overview

The Mental Health & Addiction Association of Oregon (MHAAO) is an inclusive, peer-run, community-based organization serving our community at the local, state, and national level. Our mission is to promote self-directed recovery and wellness for all, honoring the voice of lived experience. As a peer-led agency, 99% of our staff and over 51% of our Board have lived experience of addiction and/or mental health challenges and recovery. We believe that all individuals who experience behavioral health challenges can and do recover and that recovery – its journey and its process – is unique to the individual. Our services include peer support, training, workforce development, technical assistance, and advocacy. Involved in peer services for decades, MHAAO is the most prominent peer support, peer wellness, and recovery mentor provider in Oregon. The primary certifications MHAAO staff hold are the Peer Wellness Specialist (PWS) and Certified Recovery Mentor (CRM) I and II.

MHAAO began in the 1970s as a grassroots advocacy program and became an established 501(c)(3) nonprofit in 2001. MHAAO launched our direct peer support services serving the Portland Metro region within our EVOLVE Department in 2014. While staying true to its roots, MHAAO has experienced continuous and steady growth and now comprises more than 40 unique peer programs and 175 staff. These programs include contracted peer services through the EVOLVE Department, the DOL-funded Pathway Home project, the Measure 110-funded Behavioral Health Resource Networks, Kaiser Permanente, and Multnomah County's Behavioral Health Resource Center (BHRC).

MHAAO has successfully implemented and provided peer support services throughout the Portland Metro region since 2014. We partner with hospitals, nonprofits, and government agencies to provide culturally responsive, trauma-informed peer services. MHAAO is well versed in providing peer support services in a variety of settings, working with multiple community partners and on multi-disciplinary teams. Everyday, over 120 peer specialists offer mentorship, advocacy, career coaching, reentry services, referrals, resources, harm reduction, and more throughout the community. In 2022, MHAAO delivered nearly 18,000 unique services to over 4,000 individuals across the tri-counties. We provide our peers with the tools, resources, and support needed to help them reach their goals – such as getting into treatment, finding a job, or reuniting with family – and feel empowered to improve their well-being.

MHAAO serves adults across the lifespan who are experiencing a variety of circumstances, such as criminal justice involvement, mental health challenges, homelessness, need for alcohol or drug treatment, physical health needs, job skills development, and more. All of MHAAO's services are

no-cost, voluntary, and participant-led, with an emphasis on the individual's voice and choice, unique strengths, and self-determination. MHAAO is committed to the fidelity, core values, and principles of peer support; which are foundational to any peer-run program or service. There is magic in the sharing of lived experiences, in receiving care from someone who has been there. The following quote from the Pillars of Peer Support describes the philosophy of peer support MHAAO strives diligently to provide, no matter the setting or location: *"The development of peer support relationships is what many refer to as a life-changing, strengths-based, and hope-filled experience. Peer Support is based on values of mutuality, transparency, and a humanistic offering of empathy. It is the future of care systems and will transform the way humans are able to support each other in fellowship."*¹

MHAAO has been providing direct peer support services to residents of Clackamas County since 2015. Our Clackamas County EVOLVE peer programs include Aid & Assist, BHU Mobile, Choice, Crisis Walk-in, HACC, Older Adult, OCC, Suicide Intervention, and MCRT. MHAAO is also a provider within the Clackamas County Behavioral Health Resource Network (BHRN). Some of our Clackamas County BHRN resource partners include: CODA, Fora Health, Paw Team, Meals on Wheels, Clackamas Service Center, Sober Housing of Oregon, Coordinated Housing Access, Mental Health - Acute Crisis Care, Unity Health Center, Crisis Assessment and Treatment Center, Providence Behavioral Health, Cedar Hills Hospital, Clackamas Mental Health Clinic, Bridges to Change, Lifeworks NW, Cascadia Health, The Fathers Heart, Bybee Lake, Clackamas Veteran Services, 4D Recovery, Alano Club, and Central City Concern.

MHAAO has built and maintained numerous Clackamas County community partner relationships, including Clackamas County corrections, jail, courts, hospitals, Clackamas Community College, disability services, Clackamas Service Center, Clackamas Mental Health Center, community recovery groups, food banks and meal services, crisis services, domestic violence services, legal service providers, mental health and addiction treatment providers, other peer service providers, and more. MHAAO has fostered and sustained key relationships with agencies and organizations in Clackamas County, several of whom now have contracts or MOUs with MHAAO to provide peer services; such as Clackamas County Housing Authority, NW Housing Alternatives, Metropolitan Public Defenders, Kaiser Permanente, and Providence Health & Services. MHAAO also maintains relationships with vocational partners such as Clackamas Workforce Partnerships, Goodwill Job Connection, local workforce investment boards, WorkSource Oregon, Health Careers NW, and Vocational Rehabilitation. MHAAO continues to grow in the area of cultural responsiveness both in our service delivery and in solid community partnerships. We know these relationships are crucial to the delivery of culturally-specific and responsive supportive services for Veterans, LGBTQIA2S+-identifying individuals, and BIPOC communities.

In addition to providing direct services throughout the Portland region, MHAAO provides training and continuing education programs for the peer workforce. Our training and technical assistance

¹ <https://www.pillarsofpeersupport.org/>

programs are nationally and locally recognized, including our culturally responsive and culturally-specific Peer Wellness Specialist (PWS) workforce certification courses. MHAAO's Training Center, OPTIC, and annual leadership conference, Peerpocalypse, promote professional development and continuing education opportunities to sustain and expand the peer services industry and movement. MHAAO works to build, expand, and uplift the peer workforce to ensure there are people from all backgrounds and communities on the ground doing this vital work. Through training, development, and support initiatives, we build a strong and resilient workforce.

MHAAO's strategic goals for the 2024 fiscal year are:

- *Peer-Delivered Services*: MHAAO will provide safe, person-centered, quality services throughout the organization in ways that expand our mission impact and embody our core values.
- *Diversity, Equity, & Inclusion*: MHAAO will foster a just and multicultural workplace by centering DEI work and institutionalizing anti-racist, trauma-informed principles and practices throughout our organization.
- *People & Culture*: MHAAO will maintain a friendly, vibrant, and welcoming culture that supports workforce wellness and employee satisfaction, and fosters personal and professional growth and development.
- *Development & Community Engagement*: MHAAO will create a Development and Community Engagement strategy that strengthens our mission impact and conveys a vision that can be embraced by the communities we serve and those that support our mission.
- *Growth & Expansion*: MHAAO will invest in operational infrastructure to provide greater access to sustainable services and delivery sites that meet the needs of our community and equip our staff with the tools they need to be successful.
- *Financial Stewardship*: MHAAO will continue to be responsible stewards of our financial resources to improve and maintain our long-term program sustainability.

2. Narrative

a. Program Narrative

MHAAO is currently providing Clackamas County A&D peer support services for this program through Subrecipient Grant Agreement #10530. MHAAO has held this contract since 2015, and has extensive experience providing effective, trauma-informed, culturally responsive peer services in Clackamas County through this and other programs. If awarded, we would continue our effective and evidence-based peer services model while striving to keep our program innovative, equity-focused, and grounded in the core values that make peer services so successful. MHAAO would be honored to continue to provide these critical services to our Clackamas County community.

MHAAO will provide peer support services to individuals in Clackamas County who are experiencing, or at risk of, substance use or addiction challenges. MHAAO will utilize our proven

Clackamas County A&D peer program model and vast network of community partners – including those within the Clackamas County BHRN – to offer empowering, culturally responsive, trauma-informed peer services. MHAAO will coordinate and collaborate with a range of community partners to meet the holistic needs of the communities we serve, including substance use treatment, clinical mental health services, housing, and healthcare. MHAAO will collaborate with Clackamas County system partners, including Clackamas Behavioral Health Division, Department of Human Services, Clackamas County Jail, Mental Health, Drug, Family, and other courts in the County; and treatment programs to provide inclusive, trauma-informed, and culturally responsive A&D peer services within these and other systems. MHAAO has extensive experience, deep knowledge, and the capacity to hire, train, supervise, and support peer staff, while providing services, resources, and referrals to support the health and well-being of Clackamas County residents seeking support.

MHAAO proposes to continue our current staffing plan for this program: Three Peer Wellness Specialists and one Program Manager who supervises the Peer Wellness Specialists and carries a manageable peer caseload as well. This program is based in the community and the peer support services will take place in a variety of locations throughout Clackamas County, including Mental Health Court, DHS Child Welfare, and Clackamas County Jail.

MHAAO will provide the following peer services in this program:

- **System navigation services and supports:** MHAAO Peer Wellness Specialists are able to assist and support an individual as they navigate multiple, complex systems, drawing on their PWS training and own lived experiences. Peer mentors can inspire hope while exploring what recovery can look like, as defined by the person they are serving. We walk alongside our peers every step of the way on their journey, having navigated the same complex systems and experienced similar barriers to care.
- **Assistance in accessing 12-step programs, support groups, treatment, and other resources available in the community:** MHAAO Peer Wellness Specialists are skilled at assisting individuals in accessing resources and referrals, including support groups, treatment/detox services, 12-step recovery programs, physical healthcare, counseling services, and more. They maintain a working knowledge of providers, resources, and services available in the community. MHAAO's trauma-informed, culturally responsive, comprehensive peer services encompass the social determinants of health and SAMHA's Eight Dimensions of Wellness to support the holistic health, recovery, and healing of those we serve.
- **Develop an individual recovery plan:** MHAAO Peer Wellness Specialists (PWSs) are skilled at connecting with people wherever they are on their journey in a non judgemental, nonclinical yet therapeutic way. PWSs build relationships with the person they are serving and learn what it is they would like to achieve through person-directed planning and connecting individuals to desired natural and community services, resources, and supports.

- MHA AO PWSs will build trusting relationships with their peers and begin exploring what it is they would like to work toward through Person-Directed Planning. There are several tools or frameworks that peer mentors can utilize to identify a peer's strengths, needs, goals, and dreams. Personal goal explorations are based on the Eight Dimensions of Wellness (emotional, environmental, financial, intellectual, occupation, physical, social, and spiritual). Other Person-Directed Planning tools may be created in the form of pictures and collage, conversation and dialogue, or in collaboration with language translation services. Person-Directed Plans are fluid documents and can be modified as progress is made or goals change.
- The Peer Wellness Specialist does not direct or impose their own plan or agenda and all peer support services are directed by the individual being served.
- **Assist and support individuals to develop community and peer relationships (natural supports):** Throughout their work together, the Peer Wellness Specialist will support their peer in identifying and building a community support system, through reuniting with friends and family; developing a supportive recovery community through recovery meetings, activities, and events; creating a strong network of care providers (healthcare, treatment and counseling, case management, etc.) and more.
 - Because peer support services and length of involvement are guided by the individual being served, the relationship between the mentor and the peer is fluid and evolves over time. The length of support may be short or long-term; consisting of one or two encounters or lasting as long as 18 months. Often, meetings are more frequent in the beginning of the relationship to allow time for building trust and rapport and to develop recovery goals and plans to achieve them. If at 18 months the peer is still highly engaged in peer support, we take a look at what barriers might exist to building natural supports, and the Peer Wellness Specialist and peer can work toward a successful transition and exit strategy.
- **Conduct in-reach/out-reach activities to system partners for referrals:** MHA AO Peer Wellness Specialists in Clackamas County have strong relationships and connections with service providers. Through internal and external programs and partnerships, we will create referral pathways and a continuum of care for those we serve.
- **Assist in addressing other issues as identified by the individual served:** MHA AO Peer Wellness Specialists take the time to get to know their peers, learning what their recovery goals are and helping them take concrete steps to achieve them. Peer Wellness Specialists/Certified Recovery Mentors share their own stories of successful mental health and/or addiction recovery to build trust, spark hope, and illustrate that recovery and healing are possible for all. We meet people right where they're at, employing motivational interviewing and connections to healthcare, housing, treatment, and other vital services. Engaging with peer support is often the first step in someone's recovery journey, opening the doors to transformation.

The following stories are from MHAAO Clackamas County A&D Peer Wellness Specialists/Certified Recovery Mentors providing low-barrier, community-based peer services during the past year:

*“When I first started working with S, she was living with her cousin in what S shared were terrible conditions, with rats and bugs everywhere. She had moved from Kansas looking to be around more family. He wouldn't even let her leave the house to walk her dog. She told me she felt trapped. We worked together to get her signed up for Clackamas County Coordinated Access Housing so she could be on the waiting list to get a housing voucher. We worked tirelessly; calling many apartments just to get on the waiting list. She told me that if she got housing here, she would stay, otherwise she would move back to Kansas (although she needed to save funds to do this). A few days ago, she called me and said that Clackamas Women's Services called and she should have her own place in two months or less! She is so excited that all of our hard work paid off. This all took less than a year, and we never thought she would have housing so quickly. **She is so thankful for our program.**”*

*“I have been working with a new peer for about four months. When we first met, she said she was angry and wanted to leave treatment and just go to prison. We worked hard on finding balance and letting things go and she shared she feels much more calm now. We talked about her process through treatment and getting a job. I mentioned a Women in Trades program and she was interested. The peer, her case manager, and myself worked to get that paperwork completed and she was accepted. Recently, we found out about a fast track to the carpenters union with her Veterans status. She was accepted in two days and started work in July. The best part is that with her Veteran's disability pay and the pay at the union, she will be starting off making almost \$45 an hour. **She can now buy a car for work, buy a house, and take care of herself without the need to rely on others. She is thrilled and she said she knows that when she keeps making good choices, good things happen.***

*“A peer I work with has come full circle in her goals, consistency, and success. At the beginning of our peer relationship, she had been in sobriety for a few months and had just found housing after being houseless for years and in ill health. Over the last year, **she has maintained recovery, reunited with her son and other family members, connected with community resources and counseling, and recently completed her CRM training!** She shared she is feeling more confident and focused.”*

b. Workshops, Support Groups, and Trainings

MHAAO will continue to provide peer-led workshops, groups, and connections to recovery meetings and groups throughout the community, including:

- **PeerZone:** PeerZone is a series of peer-led, peer-developed workshops for people who experience mental distress and addiction. The workshops are a combination of peer support and recovery education and provide an interactive, safe structure for participants to share their experiences, learn, and grow. Workshops explore distress, recovery, and major life domains such as lifestyle, relationships, housing, and employment. PeerZone groups offer tools for whole-of-life well-being and create a community of mutual support.
- **Alternatives to Suicide (Alt2Su):** Alternatives to Suicide peer-led support groups focus on connection and relationship-building. These groups offer a place where individuals can share openly and authentically about their suicidal thoughts and feelings. Non-clinical, human experience language is used to explore the context of suicidal thoughts. Alt2Su groups focus on connection and exploration, putting our suicidal thoughts in context and discerning our unique paths forward. They reclaim the notion of being able to name difficult emotions and hold them in communal settings without the presence of someone acting in a clinical role.
- **Hearing Voices:** Hearing Voices groups are based firmly on an ethos of self-help, mutual respect, and empathy. They provide a safe space for people to share their experiences and support one another. These peer support groups focus on social support and belonging, rather than therapy or treatment. Hearing Voices groups can offer people an opportunity to accept and live with their experiences in a way that helps them regain some power over their lives.
- **RecoveryVerse:** The RecoveryVerse is a joint venture of several peer-run community organizations, technology companies, and advocacy organizations. It is the first organized recovery community in the Metaverse, offering virtual spaces that are available to the larger recovery community – individuals and organizations – for use in any way that may be engaging and helpful to our communities. These worlds offer event spaces, recovery meeting rooms, peer support spaces, community centers, training worlds, and social hangouts. MHAAO is actively working on developing our virtual recovery space at <https://recoveryverse.io/>.
- **Other Support Groups:** MHAAO staff are familiar with the many pathways to recovery and utilize natural and community relationships as not only a resource for themselves but as a way to connect the people we serve to long-term natural resources and support. These groups may include, but are not limited to: Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Dual Diagnosis Anonymous (DDA), Recovery Dharma, Refuge Recovery, SMART Recovery; and support groups for depression, anxiety, and other mental health/physical health conditions. MHAAO staff are always on the lookout for new groups to incorporate into this network of support, especially in more rural and remote locations of Clackamas County, such as Estacada and Welches. MHAAO is very willing to host such meetings in our office locations as well.
- **Peer Wellness Specialist Training:** MHAAO is an approved training site through the Traditional Health Worker Program via the OHA Office of Equity & Inclusion and the

Mental Health and Addiction Certification Board of Oregon (MHACBO). MHAAO has an approved general/culturally responsive Peer Wellness Specialist training curriculum as well as culturally-specific trainings for Black/African American and Latin@/x communities. Our PWS curricula train and prepare individuals with lived experience of behavioral health challenges for a career in delivering peer support services. In this 80-hour training, participants learn about the various healthcare resources in their communities and best practices for providing culturally responsive and trauma-informed care. The role of the PWS is to provide peer support, encouragement, and assistance to explore person-directed physical and behavioral health goals, healing and wellness. Once certified, Peer Wellness Specialists support the health, recovery, and healing of their peers across Oregon. Several individuals who have received peer support from MHAAO become peer specialists themselves, taking the PWS training and/or becoming MHAAO team members. Individuals who complete the training are eligible for Peer Wellness Specialist accreditation from the OHA and Certified Recovery Mentor accreditation from MHACBO depending on lived experience.

c. Staffing Plan and Development

MHAAO's EVOLVE program staffing structure is as follows: a Deputy-Director of Programs, two Evolve Department Directors, Program Managers and Coordinators, a Quality Assurance/Data Analyst, and frontline Peer Wellness Specialist/ Certified Recovery Mentor staff. MHAAO proposes to continue the current staffing plan of our contract with Clackamas County for A&D peer services with three Peer Wellness Specialists and one Program Manager to manage the daily operations of the program and support direct service staff.

- MHAAO Clackamas County Peer Wellness Specialists self-identify as having lived experience of behavioral health challenges (mental health, addiction/substance use, co-occurring, and/or trauma experiences), have made a commitment to their own recovery, and have been specially trained and certified to walk beside and support individuals navigating similar situations in a peer-to-peer model.
- Program Managers are also individuals with lived experience who have been peer specialists themselves and now serve as supervisors and project managers, ensuring program deliverables are being met. Program managers also carry a manageable caseload and provide coverage when needed.
- The two EVOLVE Department Directors are also individuals with lived experience. They oversee multiple contracts and programs at a high level, supervise Program Managers, meet with funders, and are responsible for program reporting. EVOLVE Directors also step in and provide peer support and/or coverage if needed.

MHAAO expects to serve between 250-300 individuals per year through this program. This estimate is based off of our current contract, in which Clackamas County A&D peer mentors serve between 60-70 individuals each quarter. Services may range from brief encounters to ongoing peer

support services in the community. MHAAO Peer Wellness Specialists have average caseload sizes of 17-20 people at any one time. MHAAO service performance expectations are that at least 60% of a peer mentor's FTE is spent in providing one-on-one or group peer support, while the remaining 40% includes documentation of the peer services provided, community partner team meetings, MHAAO team meetings, professional development, research into resources and referrals for the people they are serving, and supervision.

MHAAO will ensure peer specialists are credentialed, experienced, and trained by requiring them to complete our 80-hour Peer Wellness Specialist training, as well as providing ongoing training and professional development opportunities, including covering registration to our annual leadership conference, Peerpocalypse, and trainings related to trauma-informed care, de-escalation, harm reduction and first aid, DEI and culturally responsive services, sensory inclusivity, and more. The personal lived experience of our staff is vital to providing effective peer services, and we have extensive experience recruiting and retaining staff with similar lived experience to the individuals they serve.

MHAAO is an organization that fully supports and encourages professional development, ongoing training, and continuing education for our staff as well as peer specialists across the state and country. All staff are invited and encouraged to attend our annual peer leadership conference, Peerpocalypse, which offers 23 CEU's for members of the peer services workforce. Professional development at MHAAO begins during the onboarding process, as newly hired staff are required to complete Trauma Informed Oregon's Intro to Trauma Informed Care training modules, trainings on mandatory reporting, sexual harassment, and privacy protection, and a Sensory Inclusivity training by KultureCity to ensure MHAAO's services and events are welcoming, accessible, and inclusive for individuals with sensory needs (people with ADHD, PTSD, autism, strokes, dementia, and more). If the new hire identifies as White/Caucasian, they are invited to review several suggested resources and links to support them and MHAAO on our journey towards becoming an anti-racist organization in word and deed. Program Managers are supported in their professional growth through supervision and ongoing trainings and professional development plans. They also have a monthly meeting guided by the Evolve Directors for group supervision and collaboration.

MHAAO has an open-door supervision and consultation policy. Each Peer Wellness Specialist receives a minimum of one hour of supervision two to three times a month from their direct supervisor. Opportunity for support and collaboration between all direct service staff occurs informally on a daily basis and monthly in an organization-wide "All Peer-Delivered Service Providers" meeting. In these meetings, Peer Wellness Specialists, Managers, and Directors come together to receive support from one another, share resources, brainstorm, problem-solve, and share challenges and victories from working in various systems and remaining true to peer support values. In addition to one-on-one and group supervision, peer specialists are encouraged to

communicate with their direct supervisor, Director, and/or HR regarding any work and personal issues that may affect performance.

MHAAO prioritizes the health and well-being of our staff and provides a range of benefits, support services, and reasonable accommodations for staff to mitigate burnout, vicarious trauma, and compassion fatigue. These include living wages, comprehensive benefits, Wellness Days, and Peer Support for Peer Support groups that provide mutual support, connection, and professional development opportunities. Our benefits package includes medical/dental/vision benefits, Employee Assistance Programs (EAP), short and long-term disability, life insurance and 401k, two weeks of available sick leave, and generous paid-time-off (PTO). Staff are encouraged to be aware of their well-being and to support each other in this endeavor. Staffing will be flexible to accommodate the needs of the individuals we serve and allow staff to build in medical appointments and self-care time. Effective peer support requires peer mentors to be in a place in their own recovery journey to provide the attention and care that the communities we serve deserve. We are proud to share that MHAAO was named the #1 best large non-profit to work for in Oregon by Oregon Business magazine in 2022, and has been named a Top Workplace by The Oregonian for four years in a row.

One of our priorities at MHAAO is to ensure that all of our staff are paid a livable and competitive wage. This year, MHAAO completed a compensation analysis, including an organization-wide Total Rewards Survey and review of current market status. In September, 2023, MHAAO increased the pay for all Peer Wellness Specialists to \$25 per hour. These changes are driven by our values and our awareness of how important the people working in our mission are. We have worked to be consistent in keeping up with the pay trends and even to be at the lead for compensation packages that show our awareness and appreciation of the critical work our team members do for our community. We will continuously work to improve with the market and remain a competitive, supportive employer and a leader in the peer services industry.

d. Quality Assurance and Data Collection

MHAAO has extensive experience completing quarterly reporting requirements for this project. In all of our contracts, MHAAO has met deliverables and maintained contract compliance at the federal, state, and local level. MHAAO's Clackamas County programs utilize the peer-centric database, RecoveryLink™, to collect participant numbers, input demographic data, and record peer support encounters, services provided, and comments from the individual being served. We also use RecoveryLink™ as a framework for person-directed planning and support. RecoveryLink™ provides a wide range of accessible and impactful recovery support tools specially designed to elevate the collective impact across partners and programs. This platform is based on a recovery-oriented System of Care and Recovery Management approach. RecoveryLink™ tools include evidence-based recovery planning and recovery capital domains to

promote long-term success for individuals, families, and communities. RecoveryLink™ is also the database used for quarterly reporting and has over 350 data points that can be accessed.

In this program, MHAAO will submit quarterly performance reports that include the following data, as gathered collaboratively between the Peer Wellness Specialist and the person they are serving:

- The number of individuals served during the reporting period (new and recurring)
- Number of individuals who concluded support services during the reporting period.
- Whether a recovery plan was completed for each individual served?
- Number of individuals who experienced substance use relapse and/or recidivated.
- Number of individuals who returned to a residential or hospital setting.
- Whether the individual feels they would have relapsed or returned to treatment or the corrections system if not for Peer Delivered Services?
- Whether the individual feels their quality of life has improved overall
- Whether there has been an increase in natural supports
- Number of continuing education/training programs or classes attended by Peer Wellness Specialists
- Number of workshops, support groups, or presentations conducted for individuals receiving services
- Number of outreach activities conducted to inform community partners and potential referral source

MHAAO staff utilize the peer-centric database, Recovery Link,™ and additional pathways, such as feedback forms, to learn from the people we serve about how we are doing and how we can improve. We determine the effectiveness of our peer services by:

- An overall self-reported increase in satisfaction with their quality of life within the framework of the Eight Dimensions of Wellness;
- Individual satisfaction with their person-directed (centered) plans and with the support provided to them by MHAAO Peer Wellness Specialists;
- Greater individual capacity to define their own level of ability or disability and to access and manage their resource and support needs;
- Celebration of achieving their goals that work towards their personal aspirations and redefining these goals as often as desired;
- A decrease in use of high level/high cost services such as emergency services.

All peer specialists are trained in MHAAO's HIPAA regulations and all applicable local, state, and federal laws regarding privacy and confidentiality. The peer specialists will respect and honor patient rights and responsibilities, demonstrate professional boundaries and ethics, and adhere to mandatory abuse reporting laws and HIPAA requirements. MHAAO has a written confidentiality policy. This policy is included in the Employee Handbook as well as a standalone document that

each employee, volunteer, intern, and Board Member are required to sign before working in any capacity with MHAAO.

MHAAO management, executive leadership, and Board of Directors are in constant communication to keep the lines of organizational communication, accountability, and transparency open and active. MHAAO has worked with expert consultants to build a strong, relevant, and sustainable organizational structure, an informed and involved Board, and a healthy workplace environment. MHAAO has compiled several quality assurance indicators and other types of service delivery and operational data. These informational areas include: contract deliverables specific to each MHAAO program; fidelity of peer support as a profession; MHAAO employee satisfaction and retention; a healthy organizational culture and working environment; a Board of Directors, staff, and leadership that reflect the diverse communities MHAAO serves. MHAAO's will ensure program quality assurance through ongoing collaboration and communication with Clackamas County. MHAAO proposes to meet with the appropriate contract staff to analyze qualitative and quantitative data and discuss issues or areas for growth. If after these meetings it is determined that MHAAO is falling short in the delivery of program outcomes, we will formulate a quality improvement plan to improve our service delivery and successfully meet our program goals with Clackamas County.

Quality assurance means much more to MHAAO than meeting or even exceeding our contract deliverables. It means we are responding to the needs of our staff and the people we serve in a way that is socially just, culturally responsive, and truly equitable. MHAAO will ensure services are accessible and inclusive for the diverse community members that make up Clackamas County by providing culturally responsive and specific peer services, forming partnerships with culturally specific service providers, hiring staff from diverse backgrounds and lived experiences, and providing ongoing staff training and development.

In this program, MHAAO will continue to:

- Ensure that participants whose primary language is not English are provided with effective professional written and verbal translation at no cost to them. MHAAO will ensure that documentation and resources are accessible for individuals with disabilities and available in multiple languages, providing interpretation options as needed.
 - MHAAO's BRHN program includes a team of bilingual Latin@/x peer mentors who can support this program.
- Educate and train staff and management on culturally and linguistically appropriate policies and practices on an ongoing basis, including J-DEI and anti-racism education.
- Conduct intentional and strategic outreach to BIPOC and LGBTQIA2S+ communities when hiring and provide culturally specific training opportunities and resources to build a peer workforce that represents the diverse communities served.

- Constantly assessing our organizational values and the extent to which we are modeling or falling short of them. It means listening to feedback from our stakeholders and organizational partners and making the necessary changes.

MHAAO strives to always think and act within the lens of justice, equity, diversity, inclusion. We recognize the disparities in our community created and maintained by systems of oppression and commit to the ongoing work necessary to combat these barriers. Our peer services are no-cost, culturally responsive, and trauma-informed; rooted in social justice and centered in empowerment. We honor cultural diversity, personal voice, and choice. We are dedicated to providing accessible, low-barrier peer services to marginalized groups, especially communities experiencing racism and historical and structural barriers to care. We view equity from an intersectional lens and continuously strive to be an anti-racist organization in word and deed.

BUDGET

1. Program Budget

ITEM/EXPENSE	Budgeted Cost
Personnel and Fringe	
PWS/CRM – 3.0 FTE Wage: \$52,000.00	156,000.00
Department Director – 0.150 FTE Wage: \$120,000.00	\$18,000
Data Analyst -- 0.031 FTE Wage: \$86,625.00	\$2,685.38
Program Manager - 0.300 FTE Wage: \$84,000.00	\$25,200.00
Payroll Tax, Work Comp, SUTA	\$24,165.68
Benefits	\$35,114.87
Total Personnel & Fringe: \$261,165.92	
Administrative Costs	
*Indirect Cost (10%): \$31,959.36	
Program Costs: Materials/Supplies	
Fees & Licenses & Permits	\$522.15

Program Supplies	\$1,200.00
Peer Service Recipient Engagement Support	\$3,000.00
Canon copies - Allocated	\$120.00
Software	\$950.00
Utilities/Internet	\$119.04
Computers + Equipment	\$0.00
Postage	\$20.00
Phone	\$2,715.18
RL Data Collection System	\$2,400.00
Dropbox - Allocated	\$0.00
Rent office - Allocated	\$20,886.00
<i>Total Direct Supplies: \$32,802.62</i>	
Professional Fees	
Program Liability Insurance	\$170.00
Professional Services	\$2,555.97
Equipment Rental (copier)	\$67.19
<i>Total Professional Fees: \$2,793.16</i>	
Trainings	
Continuing Education & Training	\$870.25
Peerpocalypse Conference	\$4,034.48
<i>Total Trainings: \$4,904.73</i>	
Mileage	
<i>Local Travel: \$22,831.88</i>	
Additional expenses	\$0.00

TOTAL BUDGET	\$351,552.95
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2. Budget Narrative

1. Personnel & Fringe

- The Peer Wellness Specialist/Certified Recovery Mentor (PWS/CRM) provides community-based, holistic, person-centered, trauma-informed and strength-based support to individuals with addiction and/or co-occurring mental health challenges.
- The Evolve Director will provide day-to-day oversight of the contract and will be considered key staff, serving as lead in hiring, outreach, facilitation, technical assistance, and is responsible for quarterly and annual reporting.
- The Data Analyst will assist with training PWS/CRM staff on RecoveryLink and tracking demographic information of participants, as well as assist in compiling quarterly and annual reporting.
- The Program Manager will supervise PWS/CRM staff, ensure that daily program deliverables are met, and act as daily liaison between the County and MHAAO. They will ensure activities are in alignment with peer core values and approve timecards, and expenses, as well as program purchases.

2. Administrative Costs Indirect Costs

- MHAAO has never received a negotiated indirect cost rate and elects to charge a de minimum rate of 10 percent of modified total direct costs.

3. Program Costs

A. Supplies:

- Program specific supplies
- A copier is important for day-to-day operations of the project, especially in printing program materials. The copier leasing fee is allocated based on hours worked and is in accordance with our allocation plan that is reviewed annually.
- Postage as needed for general operation of the project and peer communication in the case of hospitalization or incarceration.
- Anti-virus software and Microsoft Office Suite for computers.
- Professional printing such as program flyers and business cards.
- Office space is necessary for the day-to-day operations of the project and will include desks for each project personnel. Rent is allocated based on hours worked and is in accordance with our allocation plan that is reviewed annually.
- Telephone costs include a designated work cell phone for each project personnel.

- MHAAO database and software that is also HIPAA compliant. This cost is directly allocated to the program as a class is specifically assigned.
- Service Recipient Supplies represents occasional costs associated with outreach and engagement of Peers referred to our program. Needs can include clothing, temporary phones, etc.

B. Professional fees:

- Professional fees for annual preparation of taxes and required agency audit. The audit fee is allocated based on hours worked and is in accordance with our allocation plan that is reviewed annually.
- MHAAO contracts for certain IT Services, which includes setting up computers and occasional repairs outside of the computer's warranty. The hours are charged directly to the program for the computer's specific maintenance.
- ADP fees are associated with payroll software and are in accordance with our allocation plan that is reviewed annually. MHAAO uses ADP to process payroll, expense checks, and employee and employer taxes.
- Cleaning fees associated with office maintenance and is in accordance with our allocation plan that is reviewed annually.

C. Trainings:

- Professional development for each staff member to maintain required credentialing necessary for their work. This is considered an employee incentive and assists with retention as well as giving opportunities for staff to develop skills in their field.
- Staff are to maintain required credentialing necessary for their work. An example of licensing fees include the renewal fee for the Certified Recovery Mentor credential.
- Staff to attend the annual Peerpocalypse Conference to learn of resources, continuing education, training, and networking with Oregon residents. Also an incentive to assist with staff retention.

D. Mileage:

- Local travel is needed for community based support in the Clackamas county area. Local travel rate is based on the organization's policies/procedures for privately owned vehicle reimbursement rate, established at the rate of \$0.655/mile.