

June 27, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of a Federal Subrecipient Grant Agreement with the Mental Health and Addiction Association of Oregon for Alcohol and Drug Recovery Peer Delivered Services. Total Agreement value is \$524,145.90 for 18 months. Funding is through Oregon Health Authority federal pass-through funds. No County General Funds are involved.

Previous Board Action/Review	Briefed at Issues June 25, 2024		
Performance Clackamas	Ensuring safe, healthy, and secure communities through the provision of mental health and substance use services.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Mary Rumbaugh	Contact Phone	503-742-5305

EXECUTIVE SUMMARY: The Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of a Federal Subrecipient Grant Agreement with The Mental Health Association of Oregon dba Mental Health and Addiction Association of Oregon (MHA AO) 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 in accessing 12-step programs, support groups, and other resources to develop recovery plans and cultivate community and peer relationships. A selection committee selected MHA AO to provide these peer-delivered services after a Notice of Funding Opportunity (NOFO) was conducted in October/November 2023.

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

This Agreement’s maximum value is \$524,145.90 for 18 months, expiring June 30, 2025. Oregon Health Authority provides funding through the Community Mental Health Program intergovernmental agreement, which includes federal pass-through funds.

RECOMMENDATION: Staff respectfully requests that the Board of Commissioners approve this Agreement and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

Rodney A. Cook
 Director of Health, Housing and Human Services

For Filing Use Only

CLACKAMAS COUNTY, OREGON FEDERAL SUBRECIPIENT GRANT AGREEMENT 24-029	
Program Name: A&D Peer Support H3S Agreement: #11437 Program Number: 36063 – Substance Abuse Prevention and Treatment Block Grant (ALN# 93.959)	
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 Mental Health & Addiction Association of Oregon (“SUBRECIPIENT”), an Oregon Nonprofit Corporation.	
Clackamas County Data	
Grant Accountant: Lorrie Biggs	Program Manager: Elise Thompson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 LBiggs@clackamas.us	Clackamas County – Behavioral Health Division 2051 Kaen Road Oregon City, OR 97045 503-742-5353 EThompson@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: John Domingo	Program Representative: Terry Leckron-Myers
Mental Health & Addiction Association of Oregon 411 NE 19 th Avenue Portland, OR 97232 503-505-0768 jdomingo@mhaoforegon.org	Mental Health & Addiction Association of Oregon 411 NE 19 th Avenue Portland, OR 97232 503-289-4444 tleckron-myers@mhaoforegon.org
UEI: MHM2Y1E65QH3	

RECITALS

1. The County seeks to provide peer support services for 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. SUBRECIPIENT has provided peer support service to Clackamas County residents for over nine years. SUBRECIPIENT is being awarded a new agreement to continue providing program services. Agreement term may be extended via amendment for two additional years at COUNTY’s sole discretion.
3. This 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 Agreement the COUNTY and SUBRECIPIENT 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 **June 30, 2025**, unless sooner terminated or extended pursuant to the terms hereof. Eligible expenses for this Agreement may be charged during the period beginning **January 1, 2024**, and expiring **June 30, 2025**, 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 Statement of Program Objectives & Performance Reporting**. 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 #44300-00026004** that is the source of the grant funding and other required information in Exhibits A- M, 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, State or Federal agencies 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 and Federal funding requirements.
4. **Grant Funds.** COUNTY’s funding for this Agreement is the Substance Abuse Prevention and Treatment (SAPT) Block Grant (Assistance Listing Number [“ALN”] #: 93.959) issued to COUNTY by the Oregon Health Authority (“OHA”). The maximum, not to exceed, grant amount COUNTY will pay is **\$524,145.90**. This is a cost reimbursement grant. The award is conditional upon compliance with the terms herein and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Reimbursement 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. **Federal Funds: \$498,055.90** in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (“IGA”; Agreement No. 44300-00026004) (**ALN 93.959**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Mental Health Block Grant (MHBG) funds from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.
 - 4.2. **State Funds: \$26,090.00** in State funds are provided through the IGA for funding of other items in the program budget.
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 January 1, 2024, 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' written notice to SUBRECIPIENT;
- b. Upon SUBRECIPIENT's default under this Agreement, following thirty (30) days' written notice with an opportunity to cure;
- c. Upon mutual agreement by COUNTY and SUBRECIPIENT;
- d. Immediately upon written notice provided by COUNTY that OHA has determined funds are no longer available for this purpose; or
- e. Immediately upon written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform 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. Federal and State Procurement Standards

- a) 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 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) 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 Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) 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.

- d) **Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms.** SUBRECIPIENT shall take all necessary affirmative steps to assure that small & minority businesses, women’s business enterprises, and labor surplus area firms are used when possible when contracting for services or soliciting for potential resources, per 2 CFR 200.321.

11. 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, defend, 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, 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 operation of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this Agreement.

SUBRECIPIENT shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of SUBRECIPIENT (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by SUBRECIPIENT from and against any and all Claims.

- 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, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between COUNTY and SUBRECIPIENT that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. SUBRECIPIENT, by execution of this Agreement, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 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.

12. Exhibits and Attachments.

This document is comprised of the following exhibits and attachments:

- Exhibit A: SUBRECIPIENT Scope of Work & Performance Reporting
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Payment Request
- Exhibit E: General Administrative and Federal Terms and Conditions
- Exhibit F: Insurance Requirements
- Exhibit G: CMHP Required Federal Terms and Conditions
- Exhibit H: Final Financial Report
- Exhibit I: 2 CFR 200.332(a) Required Information
- Exhibit J: CMHP Service Element
- Exhibit K: CMHP Required Provider Agreement Provisions
- Exhibit L: Qualified Service Organization Business Associate Agreement
- Exhibit M: Original Notice of Funding Opportunity and SUBRECIPIENT's 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 L
- Exhibit G
- Exhibit J
- Exhibit K
- Exhibit H
- Exhibit E
- Exhibit C
- Exhibit F
- Exhibits A
- Exhibit D
- Exhibit B
- Exhibit I
- Exhibit M

(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 MENTAL HEALTH & ADDICTION
ASSOCIATION OF OREGON

By: _____

By: Janie Gullickson

Its: _____

Its: MHA AO Executive Director

Dated: _____

Dated: June 1, 2024

Approved to Form

By: 
County Counsel

Dated: 06/12/2024

EXHIBIT A
SUBRECIPIENT SCOPE OF WORK AND PERFORMANCE REPORTING

PROGRAM NAME: A&D Peer Support (Fund Source: Substance Abuse, Prevention, and Treatment Block Grant, ALN 93.959)	AGREEMENT No. 24-029
SUBRECIPIENT: Mental Health & Addiction Association of Oregon	

SCOPE OF WORK

BACKGROUND

As part of Clackamas County's Behavioral Health Redesign, which was started in 2009, Clackamas Behavioral Health 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 has 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 those 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.

OBJECTIVE AND FUNDED ACTIVITIES

SUBRECIPIENT will provide Community Behavioral and Addiction Treatment, Recovery & Prevention Services, further described in the A&D 66 Service Element in **Exhibit J: CMHP Service Element**.

SUBRECIPIENT will also perform the following activities under the terms of the Agreement:

- 1) Provide peer support services to individuals living in Clackamas County:
 - a) With an addiction or history of substance use
 - b) At risk of substance use and/or addiction
 - c) With an addiction and co-occurring mental health issues
 - d) With mental health issues at risk for substance use and/or addiction
- 2) Develop referral sources with system partners such as, but not limited to:
 - a) Clackamas County Behavioral Health Division Adult Services Team
 - b) Department of Human Services Child Welfare
 - c) Clackamas County Jail
- 3) Provide peer supports to individuals during transition periods from systems or programs back into community settings.
- 4) Provide three (3) FTE Peer Support Specialists ("PSS")
 - a) Provide system navigation services and supports.
 - b) Assist individuals in accessing 12-step programs, support groups, and other resources

- available in the community.
 - c) Work with each individual to develop a recovery plan.
 - d) Assist and support individuals to develop community and peer relationships (natural supports).
 - e) Write a brief note per service provided to individuals that describes the specific service/support provided.
 - f) Assist in addressing other issues as identified by the individual served.
 - g) Provide in-reach/out-reach activities to system partners for referrals.
 - h) Participate in staff meetings as needed.
- 5) Provide workshops, trainings, support groups, and other opportunities for individuals within COUNTY.
- 6) SUBRECIPIENT will participate in planning, staff, advisory, and system collaboration meetings as requested by COUNTY.

STANDARDS OF WORK

- 1) 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.
- 2) 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.
- 3) SUBRECIPIENT will 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.

STAFF STANDARDS

- 1) SUBRECIPIENT shall ensure the following for all staff employed as a part of this Agreement:
 - a) Successful criminal background check through the State of Oregon Background Check Unit ("BCU") compliant with ORS Chapter 181A and OAR 407-007-0000 to OAR 407-007-0370.
 - b) Positive clearance through the General Services Administration System for Award Management ("SAM") at the time of hire and monthly thereafter.
 - c) Positive clearance through the Office of Inspector General's ("OIG") List of Excluded Individuals/Entities at time of hire and monthly thereafter.
 - d) Document and certify that staff education, degrees, licenses, certifications, work experience, competence and supervision are adequate to permit staff to perform assigned duties.
- 2) SUBRECIPIENT shall ensure all staff with direct (in-person or virtual) one-on-one contact with County residents:
 - a) Complete Oregon Health Authority approved training program for Peer Delivered Services and adherence to all requirements in the Traditional Health Worker administrative rules including OAR 950-060-0020 through 950-060-0030 and OAR 950-060-0050 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.
- 3) 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 or who are subject to exclusion for any lawful conviction by a court for which the provider could be excluded under 42 CFR 1001.101 “Program Integrity – Medicare and State Health Care Programs Subpart B”.

PERFORMANCE REPORTING

In addition to **Section 4, Reporting Requirements of Exhibit K, CMHP Required Provider Agreement Provisions** and **Section 3, Performance Requirements of Exhibit J, CMHP Service Element**, SUBRECIPIENT shall submit reports every three (3) months. 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, 2024	No later than April 30, 2024
2nd Report	April 1 – June 30, 2024	No later than July 30, 2024
3rd Report	July 1 – September 30, 2024	No later than October 30, 2024
4th Report	October 1 – December 31, 2024	No later than January 30, 2025
5th Report	January 1 – March 31, 2025	No later than April 30, 2025
6th Report	April 1 – June 30, 2025	No later than July 30, 2025

- 1) SUBRECIPIENT shall submit a report of individuals served under the Agreement. Information in the report shall include:
 - A. Number of individuals served during the reporting period.
 - B. Number of new individuals served during the reporting period.
 - C. Number of individuals who concluded support services during the reporting period.

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

- 3) 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:
 - A. Number of continuing education/training programs or classes attended by Peer Support Specialists.
 - B. Number of workshops, support groups, or presentations conducted for individuals receiving services.

- C. 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.

In addition to the above listed report, SUBRECIPIENT must notify COUNTY Program Manager of developments that have a significant impact on Agreement activities. SUBRECIPIENT must inform the Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

MEASURES AND OUTCOMES TRACKING SYSTEM (“MOTS”)

SUBRECIPIENT is required to submit client data service elements to the State’s MOTS data system as outlined in **Section 2, Records, Maintenance, Access, and Confidentiality of Exhibit K, CMHP Required Provider Agreement Provisions.**

**EXHIBIT B
 SUBRECIPIENT PROGRAM BUDGET**

PROGRAM NAME: A&D Peer Support (Fund Source: Substance Abuse, Prevention, and Treatment Block Grant, ALN 93.959)	AGREEMENT No. 24-029
SUBRECIPIENT: Mental Health & Addiction Association of Oregon	

A&D PEER SUPPORT BUDGET	
	2024-2025 (18 Months)
FEDERALLY FUNDED EXPENDITURES	
Personnel Services	
Salary	\$ 311,378.07
Payroll taxes	\$ 37,271.96
Benefits	\$ 54,180.96
<i>Personnel Services Total</i>	\$ 402,830.99
Materials, Supplies & Services	
<u>Contractual</u>	
Professional Services	\$ 3,944.10
<u>Travel and Transportation</u>	
Local Travel/Mileage	\$ 22,560.30
Peerpocalypse	\$ 8,300.76
<i>Materials, Supplies & Services Total</i>	\$ 34,805.16
Operating Expenses	
Continuing Education/Training	\$ 1,342.88
Fees, Licenses & Permits	\$ 805.73
Program Supplies	\$ 1,800.00
Copies	\$ 225.00
Computer/Equipment	\$ 1,500.00
Software	\$ 1,425.00
Postage	\$ 75.00
Phone	\$ 4,189.77
Internet	\$ 178.56
Database Software Fee	\$ 3,600.00
<i>Operating Expenses Total</i>	\$ 15,141.94
<i>Federal Subtotal</i>	\$ 452,778.09
Federal Indirect - 10%	\$ 45,277.81
FEDERAL TOTAL	\$ 498,055.90

NON-FEDERAL FUNDED EXPENDITURES	
Client Engagement and Support	\$ 3,222.90
Client Services Funds	\$ 7,500.00
Equipment Lease - Copier	\$ 103.68
Rent - Office	\$ 12,891.60
<i>Non-Federal Subtotal</i>	<i>\$ 23,718.18</i>
Non-Federal Indirect - 10%	\$ 2,371.82
NON-FEDERAL FUNDS	\$ 26,090.00
TOTALS	\$ 524,145.90

EXHIBIT C – LOBBYING CERTIFICATE

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

Please do not alter this form; any questions regarding the form should be directed to EFSP staff.

The Mental Health Association of Oregon dba Mental Health & Addiction Association of Oregon

Janie Gullickson

Representative Name

Janie Gullickson

Representative Signature

June 1, 2024

Date (month/day/year)

EXHIBIT D
REQUIRED FINANCIAL REPORTING AND PAYMENT REQUEST

1. SUBRECIPIENT will submit a monthly Request for Reimbursement referencing grant agreement number 24-029 and Behavioral Health Agreement **#11437**.
2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by July 10, 2025 for June 30, 2025 expenses or July 10, 2027 for June 30, 2027 expenses, if Agreement is extended.
3. Request for Reimbursement shall be submitted electronically to:

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

EXHIBIT E GENERAL ADMINISTRATIVE AND FEDERAL TERMS & CONDITIONS

1. Federal Funds

- a) This Agreement is funded in part by federal funds. By signing this Agreement, SUBRECIPIENT certifies neither it nor its employees, contractors, subcontractors, or subrecipients who will perform the Program activities described herein are currently employed by an agency or department of the federal government.
- b) COUNTY has determined:
 - Entity is a subrecipient Entity is a contractor Not applicable
- c) Assistance Listing Number of federal funds paid through this Agreement: 93.959

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 comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, 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 administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government 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 the federal de minimis rate of 10% of modified total direct costs (“MTDC”) 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 D: Reimbursement Request.
- j) **Performance Reporting.** SUBRECIPIENT shall comply with reporting requirements as specified in Exhibit A.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Reimbursement 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, pursuant to 2 CFR 200.344—Closeout. 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 the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this Agreement.
- m) **Unique Entity Identifier and Contractor Status.** SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database using its Unique Entity Identifier (“UEI”), located at <http://www.sam.gov>.
- n) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restrict subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’s fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a

financial audit or independent review of financial statements within 9 months from SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.332. COUNTY, the Federal government, 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.
- r) **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 the Federal agency 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, according to 2 CFR 200.334-338.
- s) **Certification of Compliance with Grant Documents.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for [Federal program name], 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.
- t) **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 L and incorporated by this reference herein.

3. **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; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work

shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the U.S. Treasury Department.

- c) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- d) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to this Agreement.
- e) **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 the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. 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.
- f) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (including those set forth in 2 CFR 200.303(e)) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- g) **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.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - Procure a commercial sex act during the period of time the award is in effect; or
 - Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

4. 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.

5. 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.

6. 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 to resolve the dispute short of litigation. Each party will bear its own costs incurred for any mediation or non-binding arbitration.

EXHIBIT F 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 22-028" 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 G CMHP REQUIRED FEDERAL TERMS AND CONDITIONS

SUBRECIPIENT shall comply with the following federal requirements. 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, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) 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 \$150,000 SUBRECIPIENT shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671), 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 \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- 4. Energy Efficiency.** SUBRECIPIENT 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 contract.
- 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, the 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.** SUBRECIPIENT shall comply with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds. If SUBRECIPIENT expends \$500,000 or more in federal funds (from all sources) in the fiscal year beginning prior to December 26, 2014, the 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 SUBRECIPIENT 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 OHA 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 through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents 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 Abuse Prevention and Treatment (SAPT) 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. **Women's or Parent's Services.** If SUBRECIPIENT provides A&D 61 and A&D 62 Services, SUBRECIPIENT must:
 - (i) Treat the family as a unit and admit both women or parent and their children if appropriate.
 - (ii) Provide or arrange for the following services to pregnant women and women with dependent children:
 1. Primary medical care, including referral for prenatal care;
 2. Pediatric care, including immunizations, for their children;
 3. Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 4. Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 5. Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in 1 through 4 above.
- c. **Pregnant Women.** If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, SUBRECIPIENT must:
 - (i) Within the priority categories, if any, set forth in a particular Service

- Description, 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 woman 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.
- d. Intravenous Drug Abusers.** If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, SUBRECIPIENT must:
- (i) Within the priority categories, if any, set forth in a particular Service Description 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) 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 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.
- e. Infectious Diseases.** If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84, Problem Gambling, Client Finding Outreach Services, SUBRECIPIENT must:
- (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.

- f. **OHA Referrals.** If SUBRECIPIENT provides any Addiction Treatment, Recovery & Prevention Services, other than A&D 84, Problem Gambling, Client Finding Outreach Services, SUBRECIPIENT must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery & Prevention and Problem Gambling 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.
- h. **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.
- i. **Oregon Residency.** Addiction Treatment, Recovery & Prevention and Problem Gambling 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.
- j. **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.
- k. **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. Special Federal Requirements Applicable To Addiction Treatment, Recovery & Prevention Services for Contractors Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.

Funding Requirements. TANF may only be used for families receiving TANF, and for families at-risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages eighteen (18) years or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age eighteen (18) years of age or under, who is living with a parent or caretaker relative. “Caretaker relative” means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister, or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR Part 263. Only non-medical services may be provided with TANF Block Grant Funds.

17. **Community Mental Health Block Grant.** All funds, if any, awarded under this Agreement for Community Mental Health Services 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.
18. **Substance Abuse Prevention and Treatment.** To the extent SUBRECIPIENT provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, SUBRECIPIENT shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment 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. CMHP may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.
19. **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>.
20. **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 H
 FINAL FINANCIAL REPORT**

Program Name: A&D Peer Support	Agreement #: 24-029 (H3S #11437)
Federal Award #: 93.959	Date of Submission: XX/XX/XX
Subrecipient: The Mental Health Association of Oregon	
Has Subrecipient submitted all requests for reimbursement?	
Has Subrecipient met all programmatic closeout requirements?	

Report of Funds received, expended, and reported as match (if applicable) under this Agreement

Total Federal Funds <u>authorized</u> on this Agreement:	
Total Federal Funds <u>requested</u> for reimbursement on this Agreement:	
Total Federal Funds <u>received</u> on this Agreement:	
Total non-Federal Funds <u>authorized</u> on this Agreement:	
Agreement-to-Date non-Federal Funds <u>requested</u> for reimbursement on this Agreement:	
Total non-Federal Funds <u>received</u> on this Agreement:	
Total match reported on this Agreement (if required):	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended non-Federal Funds (Line 4 minus Line 6):	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient’s Certifying Official (printed): _____

Subrecipient’s Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

**EXHIBIT I
 2 CFR 200.332(a) REQUIRED INFORMATION**

Federal award identification	
SUBRECIPIENT Name:	The Mental Health Association of Oregon
SUBRECIPIENT Unique Entity Identifier:	MHM2Y1E65QH3
Federal Award Identification Number (FAIN):	Not available
Federal award date:	Not available
Period of Performance (This Agreement):	January 1, 2024 – June 30, 2025
Budget Period (This Agreement):	January 1, 2024 – June 30, 2025
Total amount of all federal funds obligated by this action:	\$498,055.90
Total amount of all federal funds obligated to SUBRECIPIENT during the current fiscal year:	
Amount of federal funds from this FAIN committed to SUBRECIPIENT:	Not available
Pass-through entity identifying number:	24-029
Name of pass-through entity:	Clackamas County
Contact information for awarding official of the pass-through entity:	Mary Rumbaugh maryrum@clackamas.us
Federal awarding agency:	U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration
Federal award program name:	Substance Abuse Prevention and Treatment
Is Award for Research and Development?	No
Assistance Listing Number (ALN) & Title:	93.959; Substance Abuse Prevention and Treatment (SAPT) Block Grant
SUBRECIPIENT indirect cost rate on this Agreement:	Federal de minimis 10%

EXHIBIT J CMHP SERVICE ELEMENT

A&D 66 – COMMUNITY BEHAVIORAL AND ADDICTION TREATMENT, RECOVERY & PREVENTION SERVICES

1. Service Description

- a. Community Behavioral and Addiction Treatment, Recovery & Prevention Services (A&D 66 Services) are Services delivered to youth and adults with Substance Use Disorders or to youth and adults with co-occurring substance use and mental health disorders. These Services shall be provided to Individuals who are not eligible for the Oregon Health Plan (OHP) or who otherwise do not have a benefit that covers the A&D 66 Services described in this Service Description.

The purpose of A&D 66 Services is to build upon resilience, assist Individuals to make healthier lifestyle choices, and to promote recovery from Substance Use Disorders. A&D 66 Services consist of outreach (case finding), early identification and screening, assessment and diagnosis, initiation and engagement, therapeutic interventions, continuity of care, recovery management, and Interim Services.

- b. It is required that pregnant women receive Interim Services within forty-eight (48) hours after being placed on a waitlist. At a minimum, 45 CFR §96.121 requires that Interim Services include the following:
- i. Counseling and education about HIV and tuberculosis (TB);
 - ii. Risk of sharing needles;
 - iii. Risks of transmission to sexual partners and infants;
 - iv. Steps to ensure that HIV and TB transmission does not occur;
 - v. Referral for HIV or TB treatment services, if necessary;
 - vi. Counseling on the effects of alcohol and drug use on the fetus; and
 - vii. Referral for prenatal care.
- c. A&D 66 Services must be evidence-based or promising practices. Services may be reduced commensurate with reductions in funding by COUNTY. SUBRECIPIENT shall provide the following Services, subject to availability of funds:
- i. **Outreach (case finding), early identification and screening, assessment and diagnosis, and education:**
 1. **Outreach:** Partner with healthcare Providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate Services.
 2. **Early Identification and Screening:** Conduct periodic and systematic screening that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the Local Plan or Regional Health Improvement Plan (RHIP) as applicable.
 3. **Assessment and Diagnosis:** Perform multidimensional, biopsychosocial assessments as appropriate based on OAR 309-018-0140 to guide person-centered services and supports planning for behavioral health and co-existing physical health conditions. Identify Individuals who need intensive care coordination. Use the

following standardized protocols and tools to identify the level of Service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language:

- i. American Society of Addiction Medicine (ASAM) for Individuals receiving Substance Use Disorder Services.
 - ii. Level of Care Utilization System (LOCUS) for adults transitioning between the state hospitals, licensed mental health residential services, and Intensive Community Services. **“Intensive Community Services”** are defined as assertive community treatment, intensive case management, and supported or supportive housing.
 - iii. Level of Service Intensity Determination for children including use of Child and Adolescent Service Intensity Instrument (CASII) and Early Childhood Service Intensity Instrument (ECSII) for children receiving services with “Intensive Outpatient Services and Supports” or “Intensive Treatment Services,” as defined in OAR 309-022-0105(45) and 309-022-0105(46), respectively.
- 4. Education:** Partner with other community groups and organizations, including but not limited to schools, community corrections, and other related organizations, to perform education and outreach to potentially at-risk populations for alcohol and drug abuse in order to educate those groups around substance abuse treatment and recovery topics tailored to the individual groups’ needs, in order to educate the broader community on these issues as well as begin the process of promoting potential initiation and engagement in treatment Services within these populations.
- ii. Initiation and Engagement: Promote initiation and engagement of Individuals receiving Services and supports, which may include but are not limited to:
 1. Brief motivational counseling;
 2. Supportive Services to facilitate participation in ongoing treatment; and
 3. Withdrawal management for Substance Use Disorders and supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal following assessment.
 - iii. Therapeutic Interventions:

General community-based Services, which may include:
 1. Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the Individual;
 2. General outpatient Services;
 3. Medication management for:
 - a. Mental health disorders (when providing Services for Individuals with co-occurring mental and Substance Use Disorders).

- b. The quality of A&D 66 Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. These criteria are applied on a county-wide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded through this Agreement.
- i. **Access:** Access is measured by OHA as the percentage of residents estimated by OHA survey to need treatment who are enrolled in A&D 66 Services.
 - ii. **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within fourteen (14) calendar days of their original assessment, also known as the index date. The index date is a start date with no Services in the prior sixty (60) days.
 - iii. **Utilization:** OHA may measure utilization for Individuals receiving continuum of care services (non-detox).
 - iv. **Engagement:** Engagement is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who enter treatment following positive assessment.
 - v. **Treatment Service Retention:** Treatment Service retention is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who are actively engaged in treatment for ninety (90) consecutive days or more.
 - vi. **Reduced Use:** Reduced use is measured by OHA as the percentage of Individuals engage in and receiving A&D 66 Services under this Agreement who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system, upon planned interruption in Services or ninety (90) day retention, whichever comes first.
 - vii. **Completion:** Completion is measured as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who complete two thirds of their treatment plan and are engaged in recovery support or services at the time treatment Services are terminated. Providers of A&D 66 Services funded through this Agreement must participate in client outcome studies conducted by OHA.
 - viii. **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit completed with seven (7) calendar days after: (1) hospitalization for mental illness; or (2) any facility-based service defined as residential.
 - ix. **Hospital and Facility-based Readmission rates:** Hospital and facility-based readmission rates are measured by the number of Individuals returning to the same or higher levels of care within thirty (30) to one hundred-eighty (180) calendar days against the total number of discharges.
 - x. **Parent-Child Reunification:** Parent-child reunification is measured by the number of parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Services, Child Welfare Program's involvement.
 - xi. **Functional Outcomes – Housing Status; Employment Status; School Performance; Criminal Justice Involvement:** The four (4) functional outcomes measures that will be monitored by OHA and reported to the COUNTY are as follows:
 1. **Housing Status:** If improved housing status is a goal of treatment or an Individual is homeless, or in a licensed care facility, this measure will be monitored. This measure is defined as the number of Individuals who improve housing status as indicated by a change from homelessness or

licensed facility-based care to private housing against the total number of Individuals with a goal to improve housing.

2. Employment Status: If employment is a goal of treatment, this measure will be monitored. This measure is defined as the number of Individuals who become employed as indicated by a change in employment status against the number of Individuals with a goal of becoming employed.
3. School Performance: If school attendance is a goal of treatment, this measure will be monitored. The measure is defined as the number of Individuals who improve attendance in school while in active treatment against the total number of Individuals with a goal of improved attendance in school.
4. Criminal Justice Involvement: This measure will be monitored by OHA for Individuals referred for Services by the justice system. The measure is defined as the number of Individuals who were not arrested after one (1) day or more of active treatment or two (2) consecutive quarters (whichever comes first) against the total number of Individuals referred for Services by the justice system.

3. Reporting Requirements

All Individuals receiving A&D 66 Services with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx> , and the Who Reports in MOTS Policy.

SUBRECIPIENT shall provide timely and relevant information to COUNTY as needed to enable COUNTY to submit reports to the State of Oregon on the delivery of all Services supported with funds provided through this Agreement.

EXHIBIT K CMHP REQUIRED PROVIDER AGREEMENT PROVISIONS

1. **Expenditure of Funds.** SUBRECIPIENT may expend the funds paid to SUBRECIPIENT under this Agreement solely on the delivery of contracted services subject to the following limitations (in addition to any other restriction of limitations imposed by this Agreement):
 - a. SUBRECIPIENT may not expend on the delivery of Service any funds paid to SUBRECIPIENT under this Agreement in excess of the amount reasonable and necessary to provide quality delivery of these Services.
 - b. If this Agreement requires SUBRECIPIENT to deliver more than one service, SUBRECIPIENT may not expend funds paid to SUBRECIPIENT under this Agreement for a particular service on the delivery of any other service.
 - c. If this Agreement requires SUBRECIPIENT to deliver Addiction Treatment, Recovery & Prevention, and Problem Gambling Services, SUBRECIPIENT may not use the funds paid to SUBRECIPIENT under this Agreement for such services to:
 - i. Provide inpatient hospital services;
 - ii. Make cash payment to intended recipients of health services;
 - iii. Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - iv. Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Agreement or otherwise);
 - v. Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
 - d. SUBRECIPIENT may expend funds paid to SUBRECIPIENT under this Agreement only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If SUBRECIPIENT expends \$750,000 or more in federal funds (from all sources) in a fiscal year it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR Part 75, subpart F. If SUBRECIPIENT expends 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. SUBRECIPIENT, if subject to this requirement, shall at SUBRECIPIENT'S own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of SUBRECIPIENT responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within thirty (30) calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. SUBRECIPIENT may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.
2. **Records Maintenance, Access and Confidentiality.**
 - a. **Access to Records and Facilities.** COUNTY, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized

representatives shall have access to the books, documents, papers and records of SUBRECIPIENT that are directly related to this Agreement, the funds paid to SUBRECIPIENT hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, SUBRECIPIENT shall permit authorized representatives of COUNTY and the Oregon Health Authority to perform site reviews of all services delivered by SUBRECIPIENT hereunder.

- b. Retention of Records.** SUBRECIPIENT shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the funds paid to SUBRECIPIENT hereunder or to any services delivered hereunder, for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or other questions at the end of the six (6) year period, SUBRECIPIENT shall retain the records until the questions are resolved.
- c. Expenditure Records.** SUBRECIPIENT shall document the expenditure of all funds paid to SUBRECIPIENT under this Agreement. Unless applicable federal law requires SUBRECIPIENT to utilize a different accounting system, SUBRECIPIENT shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to SUBRECIPIENT under this Agreement were expended.
- d. Client Records.** Unless otherwise specified in this Agreement, SUBRECIPIENT shall create and maintain a client record for each client who receives services under this Agreement. The client record must contain:
 - i. Client identification;
 - ii. Problem assessment;
 - iii. Treatment, training and/or care plan;
 - iv. Medical information when appropriate; and
 - v. Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

SUBRECIPIENT shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six (6) years from termination or expiration of this Agreement.

- e. Safeguarding of Client Information.** SUBRECIPIENT shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CRF Part 205, 45 CRF Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to SUBRECIPIENT by COUNTY or by the Oregon Health Authority. SUBRECIPIENT shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. Data Reporting.** All Individuals receiving Services with funds provided under this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy", as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- i. Providers with HSD Agreements that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- ii. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- iii. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
- iv. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

NOTE: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@odhsoha.oregon.gov.

- 3. Alternative Formats of Written Materials.** In connection with the delivery of Services, SUBRECIPIENT shall make available to Client, without charge, upon the Client's reasonable request:
- a. All written materials related to the services provided to the Client in alternate formats, including accessible electronic formats, brailled documents, and large print upon request. If SUBRECIPIENT does not have access to such alternate formats, then SUBRECIPIENT can request them from OHA.
 - b. All written materials related to the services provided to the Client in the Client's language. If SUBRECIPIENT does not have access to such languages, then SUBRECIPIENT can request written materials in the Client's language from OHA.
 - c. Oral interpretation services related to the services provided to the Client in the Client's language.
 - d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. SUBRECIPIENT shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Clients who are deaf or hard of hearing and whose preferred mode of communication is sign language.

For purposes of the foregoing, "written material" means materials created by the SUBRECIPIENT, in connection with the services being provided to the requestor. SUBRECIPIENT may develop its own forms and materials and with such forms and materials SUBRECIPIENT shall be responsible for making them available to a Client, without charge to the Client, in the prevalent non-English language(s) within COUNTY service area. OHA shall be responsible for making it forms and

materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within COUNTY's service area.

4. **Reporting Requirements.** SUBRECIPIENT shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Agreement.
 - a. Client, service and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
 - b. All additional information and reports that COUNTY or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit G, Required Federal Terms and Conditions, Section 14, Disclosure.
5. **Compliance with Law.** SUBRECIPIENT shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of services hereunder. 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. all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations;
 - b. all state laws governing operation of community mental health programs, including without limitation all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities;
 - c. all state laws requiring reporting of client abuse; and
 - d. ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws 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 under this Agreement.

The laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including SUBRECIPIENT, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, SUBRECIPIENT shall comply, as if it were County thereunder, with the federal requirements set forth in **Exhibit G, Required Federal Terms and Conditions**, to the certain 2024-25 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services between COUNTY and the Oregon Health Authority dates as of January 1, 2024, which Exhibit is incorporated herein by this reference. For purposes of the Agreement, all references in this Agreement to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless SUBRECIPIENT is a State of Oregon governmental agency, SUBRECIPIENT agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or COUNTY.
7. 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, and 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 the SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this Agreement.

8. SUBRECIPIENT understands that SUBRECIPIENT may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. SUBRECIPIENT shall only conduct transactions that are authorized by COUNTY for transactions with the Oregon Health Authority that involve COUNTY funds directly related to this Agreement.
10. SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and maintain in effect with respect to all occurrences taking place during the term of the Agreement, insurance requirements as defined in the Agreement and incorporated herein by this reference (**Exhibit F, Insurance**).
11. SUBRECIPIENT shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of SUBRECIPIENT (Claims). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by SUBRECIPIENT from and against any and all Claims.
12. SUBRECIPIENT shall include sections 1 through 11, in substantially the form set forth above, in all permitted SUBRECIPIENT contracts under this Agreement.
13. **Ownership of Intellectual Property.**
 - a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA and COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT in connection with the Services. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to OHA and COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 13.a.(1) on OHA and COUNTY's behalf; and (3) sublicense to third parties the rights set forth in Section 13.a.(1).
 - b. If state or federal law requires that OHA or COUNTY grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy distribute, display, build upon and improve the intellectual property.

EXHIBIT L 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 Mental Health & Addiction Association of Oregon** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

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

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

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

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

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

Now, therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

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

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

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

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

- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
- 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
- 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
- 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

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

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

SECTION IV – NOTICE OF PRIVACY PRACTICES

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

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
 - a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2 Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.
- 5.3 Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

SECTION VI – TERM AND TERMINATION

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

mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

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

(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 Mental Health & Addiction Association
of Oregon*

Covered Entity
Clackamas County

By: *Janie Gullickson*

By: _____

Authorized Signature

Title: MHA AO Executive Director

Title: _____

Date: June 1, 2024

Date: _____

EXHIBIT M
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
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	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	jgullickson@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
_____	Executive Director
Signing Authority Name (printed)	Title

Janis Gullickson
November 1, 2023
Signature

Date

7 of

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, houselessness, 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

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

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

programs are nationally and locally recognized, including our culturally responsive and culturalllyspecific 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, traumainformed 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.
 - MHAAO 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:** MHAAO 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:** MHAAO 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. MHA AO is actively working on developing our virtual recovery space at <https://recoveryverse.io/>.
- **Other Support Groups:** MHA AO 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. MHA AO 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 80hour 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, cooccurring, 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, deescalation, 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	
<p style="text-align: center;">PWS/CRM – 3.0 FTE Wage: \$52,000.00</p>	156,000.00
<p style="text-align: center;">Department Director – 0.150 FTE Wage: \$120,000.00</p>	\$18,000
<p style="text-align: center;">Data Analyst -- 0.031 FTE Wage: \$86,625.00</p>	\$2,685.38
<p style="text-align: center;">Program Manager – 0.300 FTE Wage: \$84,000.00</p>	\$25,200.00
<p style="text-align: center;">Payroll Tax, Work Comp, SUTA</p>	\$24,165.68
<p style="text-align: center;">Benefits</p>	\$35,114.87
Total Personnel & Fringe: \$261,165.92	
Administrative Costs	
*Indirect Cost (10%): \$31,959.36	
Program Costs: Materials/Supplies	
<p style="text-align: center;">Fees & Licenses & Permits</p>	\$522.15
<p style="text-align: center;">Program Supplies</p>	\$1,200.00
<p style="text-align: center;">Peer Service Recipient Engagement Support</p>	\$3,000.00
<p style="text-align: center;">Canon copies - Allocated</p>	\$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
Total Direct Supplies: \$32,802.62	
Professional Fees	
Program Liability Insurance	\$170.00
Professional Services	\$2,555.97
Equipment Rental (copier)	\$67.19
Total Professional Fees: \$2,793.16	
Trainings	
Continuing Education & Training	\$870.25
Peerpocalypse Conference	\$4,034.48
Total Trainings: \$4,904.73	
Mileage	
Local Travel: \$22,831.88	

Additional expenses	\$0.00
TOTAL BUDGET	\$351,552.95

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.