

April 24, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Bridges to Change for transitional housing with on-site peer support services for treatment court clients. Contract Value is \$1,711,627 for 5 years. Funding is through county health center fee for service revenue.

No County General Funds are involved.

Previous Board Action/Review	Previous Agreement: Approved on July 28, 2022, Agenda Item 20220728 V.F.1		
Performance Clackamas	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy, and secure communities.		
Counsel Review	Yes: AK	Procurement Review	Yes
Contact Person	Sarah Jacobson	Contact Phone	503-742-5303

EXECUTIVE SUMMARY: The Health Center Division of the Health, Housing and Human Services Department requests approval of a Personal Services Contract with Bridges to Change for Transitional Housing with On-Site Peer Support Services for Health Center division Treatment Court Clients. The purpose of this agreement is to provide housing, peer support, and recovery services to Clackamas County residents experiencing mental health and substance use disorders so they can achieve their recovery goals.

The program focuses on adults with mental health and substance use disorders, serving clients in Clackamas County's Treatment Court Programs, including Mental Health Court, Adult Drug Court, and Community Restoration. The program is a self-governing home setting with rules and regulations following the guidelines for alcohol and drug-free housing. The program is staffed with peer mentors to provide support, recovery-focused activities, and a full-time live-in house manager. The program will serve up to twelve (12) participants at any one time. There will be three (3) additional rental beds on-site that can be utilized for Clackamas County Treatment Court Program clients (current or former).

This agreement results from a formal procurement process, including a Request for Proposal (RFP) and a competitive bidding process.

RECOMMENDATION: The staff respectfully requests that the Board of County Commissioners approve this agreement (12099) and authorize Chair Roberts to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing & Human Services

For Filing Use Only

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001227**

This Personal Services Contract (this "Contract") is entered into between **Bridges to Change** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Department of Health, Housing and Human Services.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2030**. This Contract may be renewed for two (2) additional two (2) year renewals upon mutual agreement of both parties.
- 2. Scope of Work.** Contractor shall provide the following personal services: **Transitional Housing with On-Site Peer Support** ("Work"), further described in "**Exhibit A, RFQ2024-96**" and "**Exhibit B, Contractor's Proposal.**"
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Million Seven Hundred-Eleven Thousand Six Hundred Twenty-Seven Dollars (\$1,711,627.00)**, for accomplishing the Work required by this Contract. Consideration rates are on time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

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

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

7. Contractor and County Contacts.

Contractor Administrator: Hannah Studer Phone: 503-544-2004 Email: HStuder@Bridgestochange.com	County Administrator: Jennifer Rees Phone: 503-894-0621 Email: JRees@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

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

7. **Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

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

8. **Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

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

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

10. **Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds

being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

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

16. Subcontracts and Assignments. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

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

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

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

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

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

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

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

23. Foreign Contractor. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The

Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

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

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

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

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

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

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

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

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

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

30. Key Persons. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the

County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.


31. Reserved.

32. Reserved.

33. HIPAA COMPLIANCE. Contractor shall comply with the Health Insurance Portability and Accountability^[NA1] Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"). Contractor shall further execute the Qualified Service Organization Business Associate Agreement attached hereto as **Exhibit C** and incorporated by this reference herein

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

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

Bridges to Change

04/03/2025
Authorized Signature Date
Hannah Studer, Chief Executive Officer
Name / Title (Printed)
201316-94
Oregon Business Registry #
DNP/OREGON
Entity Type / State of Formation

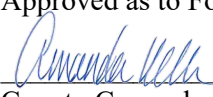
Clackamas County
Signature Date
Name: _____
Title: _____
Approved as to Form:

4/3/2025
County Counsel Date

EXHIBIT A
RFP #2024-96
PUBLISHED ON: DECEMBER 12, 2024



REQUEST FOR PROPOSALS #2024-96

FOR

TRANSITIONAL HOUSING WITH PEER SUPPORT SERVICES

BOARD OF COUNTY COMMISSIONERS

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

Gary Schmidt
County Administrator

Contract Analyst

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: **December 12, 2024**

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

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

SCHEDULE

Request for Proposals Issued.....	November 14, 2024
Protest of Specifications Deadline.....	November 21, 2024, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	November 27, 2024, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	December 12, 2024, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 2 – Instructions to Proposers

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Section 4 – Evaluation and Selection Criteria

Section 5 – Proposal Content (Including Proposal Certification)

SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, October 31, 2024** (“Closing”), to provide **Transitional Housing with Peer Support Services**. No Proposals will be received or considered after that time.

Location of RFP documents: OregonBuys

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-00012088.

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

Submitting Proposals: Bid Locker

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

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

Contact Information

Procurement Process and Technical Questions: Mike Faris, Mfaris@Clackamas.us

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

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

SECTION 2 INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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

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

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

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

County will consider any protests received and:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County Health Centers Division (CCHCD) is part of the Health, Housing, and Human Services department of Clackamas County that provides a wide variety of primary, dental, and mental health services to children, youth, families and adults. CCHCD clinics are a Federally Qualified Health Center (“FQHC”) providing care to 16,858 patients with 106,340 visits in 2023. The health centers are considered “safety net clinics” and our mission is to serve vulnerable and economically disenfranchised populations. This RFP seeks to engage a contractor in providing an essential service for the Division’s Behavioral Health Programs to adults: transitional housing with on-site peer support for clients receiving services through Mental Health Court, Adult Drug Court, and DUII Court programs.

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

3.2 BACKGROUND

Clackamas County is seeking Proposals from vendors to provide Transitional housing with on-site peer support for adults with Mental Health (MH) and Substance Use Disorders (SUD) serving clients in Clackamas County Health Centers Division’s (CCHCD) Treatment Court Programs, including Mental Health Court, Adult Drug Court, and DUII Court. The housing shall be located in Clackamas County and be provided in a self-governing home setting with specific rules and regulations following the [SAMHSA Best Practices](#) for alcohol and drug-free housing.

3.3. SCOPE OF WORK

3.3.1. Scope:

Program Description

Transitional housing with on-site peer support for adults with Mental Health (MH) and Substance Use Disorders (SUD) serving clients in Clackamas County Health Centers Division’s (CCHCD) Treatment Court Programs, including Mental Health Court, Adult Drug Court, and DUII Court. The housing shall be located in Clackamas County and be provided in a self-governing home setting with specific rules and regulations following the [SAMHSA Best Practices](#) for alcohol and drug-free housing.

Service Description

Services shall consist of alcohol and drug-free transitional housing with on-site peer support as part of the housing model to support housing stability, client recovery, and medication management. All services shall meet legal standards and guidelines for operation as applicable, including but not limited to Fair Housing, Landlord-Tenant Law, and HIPAA.

Contractor shall provide transitional beds for males:

1. Transitional beds shall be for current or former treatment court clients that are occupied for services and prorated for any un-occupancy
2. Transitional beds should be in one location in Clackamas County
3. Ideal number of beds is 12 male beds

Contractor shall provide on-site peer support services:

1. Peer support shall be provided on-site at the housing location
2. Peer support shall include services to support housing stability, client recovery, and applicable medication management
3. Peers shall be appropriately credentialed and pass background checks
4. Peer support shall assist with meeting service requirements

Referrals

The CCHCD treatment court staff shall coordinate referrals with the Contractor:

1. CCHCD staff shall inform Contractor prior to admission to provide information to help Contractor plan for what supports the client may need in order to be housed successfully.
2. Contractor shall not deny any referrals to the housing program without consulting with CCHCD staff, in an effort to problem-solve placement. CCHCD understands there may be times when the Contractor may deny referrals for individuals with certain registration requirements for sexual offenses and certain arson histories.

Contractor Responsibilities:

Housing Requirements

1. Housing shall be safe (e.g. appropriate number of and functional smoke detectors and fire extinguishers, emergency evaluation procedures posted in the building, fully stocked first aid kits, etc.), reasonably clean and meet all applicable federal, state and local housing codes and regulations, including the American Disabilities Act.
2. House must contain appropriate furnishings. Contractor will provide bed and linen, storage for personal items, and a community space that includes tables, chairs, television access, and cooking facilities.

Service Requirements

1. Provide support and consultation to CCHCD staff to ensure coordinated care, including sharing positive drug screen results
2. Communicate with CCHCD staff regarding any issues that could result in termination of housing, as soon as possible, so that CCHCD staff can problem-solve and assist in the development of a plan to address issues
3. Communicate with CCHCD staff regarding any non-compliance with house rules or medications issues, so that CCHCD can follow-up as needed
4. Provide clients with after-hours contact information as appropriate: 911, crisis lines, etc.
5. Advocate and coordinate care for individual clients in crisis

Documentation Requirements

Documentation of services provided to clients shall be securely faxed once a week to CCHCD Health Information Management (HIM) staff at the HIM Behavioral Health Fax number 503-722-6897. HIM staff shall input documentation into patient records.

Abuse Reporting

Contractor shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 - 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124-050 – 124.092), as if Contractor were a mandatory abuse reporter. If Contractor is not a mandatory reporter by statute, these reporting requirements shall apply during work hours only. Contractor shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

Invoice Requirements

Contractor shall submit monthly invoices with detailed charges noting how many beds are in use.

CCHCD Responsibilities:

1. Provide clinical support and consultation to Contractor to ensure coordinated care, including recommendations regarding behavioral interventions
2. Provide support Monday through Friday (specific hours to be determined by client need and staff capacity)
3. Communicate with Contractor regarding client admissions and referrals

Assist with medication compliance

3.3.2. Work Schedule:

Start date for services: January 1, 2025.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date through **December 31, 2030** with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

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

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

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

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

- ☐ Article I, Paragraph 5 – Travel and Other Expense is Authorized
- ☒ Article II, Paragraph 28 – Confidentiality
- ☒ Article II, Paragraph 29 – Criminal Background Check Requirements
- ☒ Article II, Paragraph 30 – Key Persons
- ☐ Article II, Paragraph 31 – Cooperative Contracting
- ☐ Article II, Paragraph 32 – Federal Contracting Requirements
- ☐ Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- ☒ Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- ☒ Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- ☒ Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

SECTION 4 EVALUATION PROCEDURE

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

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

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

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Experience and Capacity	0-30
Agency Approach to Service Delivery	0-45
Program Outcomes and Quality Improvement	0-25
Available points	0-100

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

SECTION 5 PROPOSAL CONTENTS

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

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

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

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

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

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

5.2. Experience and Capacity:

• Please identify the number of beds available, and the type of peer support services you have the capacity to deliver. This attachment must be included with your proposal to assist with the bed and service allocations. What is your organizational experience and capacity in providing the services outlined in the Scope of Services section? In your description, include the following:

- Describe key strengths, resources and/or abilities your agency/organization has that it can bring in providing transitional housing services to justice-involved individuals. If your agency is new to this service area, describe your capacity and ability to deliver the required services and your plan to become fully competent and functioning as a transitional housing service provider within the service period.
 - Describe the duties and qualifications (e.g., education, training, experience, licensure/certification/ accreditation) of key staff positions that will be directly involved with the delivery of these services.
 - Describe the administrative, management and supervision structure of your agency/organization as it relates to the operation of these services and discuss any existing operational policies and procedures used to effectively deliver services on a daily basis.
 - Discuss whether or not your agency/organization has policies and procedures for administering criminal background checks for existing employees or new hires who will have direct contact with clients. If yes, include in your description the screening process and criteria used to determine whether an individual has a history of criminal behavior or offenses that would exclude them from working directly with clients.
- Describe your agency's and staff's experience in working with communities of color, immigrants, knowledge of anti-oppression frameworks, the ability to work within racially diverse teams, and the capacity to work in languages other than English.
- Describe any agency policy and procedures that demonstrate a defined and integrated process to assure continuous quality improvement and program oversight that is routinely occurring and maintained.

- Describe how you will measure and improve outcomes related to client housing stability and economic self-sufficiency.
- Describe how you gather and integrate feedback from clients about your organization's delivery of housing services.

5.2.1 Agency Approach to Service Delivery

Describe your organization's proposed peer support services. Include in your description the following:

- Describe your organization's experience and capacity to provide peer support services, including:
 - recruitment, selection, training and retention;;
 - program structure and operation;
 - supervision;;
 - minimum qualifications;;
- Describe the number of peers you can provide including days and shifts covered, how many clients could be served with this amount, and the types of services that would be provided

5.2.3 Program Outcomes and Quality Improvement

- Describe any agency policy and procedures that demonstrate a defined and integrated process to assure continuous quality improvement and program oversight that is routinely occurring and maintained.
 - Describe how will you measure and improve outcomes related to client success (e.g. employment, sobriety, housing stability).
 - Describe how you gather and integrate feedback from clients about your organization's delivery of peer support services.
 - Describe how data or feedback has informed and shaped your agency's approach to service delivery.

5.4. Fees

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

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2024-96

Submitted by: Bridges to Change, Inc., State of Oregon
(Must be entity's full legal name, and State of Formation)

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

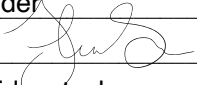
SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political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

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

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

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

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

Name: Hannah Studer Date: 12/07/2024
Signature:  Title: Deputy Director
Email: hstuder@bridgestochange.com Telephone: 503-544-2004
Oregon Business Registry Number: 201316-94 OR CCB # (if applicable): _____

Business Designation (check one):

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

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

☐ Non-Resident Quote. Resident State: _____

EXHIBIT B
CONTRACTOR'S PROPOSAL



Bridges to Change

RFP 2024-96

Transitional Housing & Peer Services

CCHCD Treatment Courts Program

5.2 Experience and Capacity

Target Population: Bridges to Change proposes to continue serving the individuals we have in our transitional housing and mentor services with Clackamas County Health Centers Division (CCHCD) Treatment Courts Program. This includes 12 justice involved men in need of stabilization due to mental health and substance use disorder conditions. The supports included in this proposal that we currently provide are housing, case management, peer mentor services and substance use disorder treatment for those who meet the criteria.

What is your organizational experience and capacity in providing the services outlined...

Since 2004, Bridges to Change has provided housing and recovery mentor services to the criminal justice population. Bridges to Change (BTC) began with one house and 2 mentors in Clackamas County and now has over 550 transitional and permanent beds across 4 counties: Multnomah, Clackamas, Washington and Wasco. BTC offers a variety of services and housing types including mental health housing, treatment housing, stabilization housing, peer mentor services and outpatient treatment services for substance use disorders and mental health. BTC is familiar with many of the challenges that face our participants including low socio-economic status, unemployment, criminal history, addictions, trauma, mental health issues and physical health issues.

BTC maintains a variety of contracts throughout the state of Oregon. The BTC Clackamas service continuum has been primarily funded through contracts with Clackamas County Sheriff's Office – Parole & Probation Division (starting in 2004), and the Health, Housing, and Human Services – Health Centers Division (CCHCD) Treatment Courts Program. Currently, the programs provide 71 beds for criminal justice involved individuals with supportive services including recovery mentors.

Bridges to Change operates the same model of transitional housing with peer mentor services in Multnomah, Washington, and Wasco Counties. Bridges to Change contracts with:

Multnomah County Department of Community Justice

- Transitional Housing (primarily REC/STTL populations transitioning from incarceration)
 - 24 units of Transitional Housing serving men
 - 3 FTE Transitional Housing Peer Mentors
- Mental Health Housing
 - 22 units of Mental Health Housing serving men and women
 - 4 FTE Mental Health Peer Mentors
- Stabilization Housing (primarily Justice Reinvestment population who are not transitioning from incarceration)
 - 10 units Stabilization Housing
 - 2 FTE Stabilization Peer Mentors

Washington County Community Corrections

- Transitional Housing (including IRIS and Justice Reinvestment populations)
 - 13 Units Transitional Housing
 - 3 FTE IRIS and General Population Peer Mentors serving men
 - 1 FTE DHS/FSAP Peer Mentor serving women
- Mental Health Housing
 - 10 units Mental Health Housing
 - 2 FTE Mental Health Mentors serving men

- 1 FTE Mentor Supervisor (who also supervises other contract peers)

Wasco County Corrections

- Stabilization Housing
 - 10 Units Stabilization Housing
 - 1 FTE Peer Mentor serving men

Strengths, resources and/or abilities your agency/organization has that it can bring in providing transitional housing services to justice-involved individuals...

Bridges to Change has a proven, highly successful track record for providing housing and mentoring services to adjudicated men and women. In 2023, 64% of our corrections-based clients exited services into stable housing. As an organization, Bridges to Change has developed an effective system to satisfy both community partners and clients. This includes performing reach-ins at jails and prisons; developing comprehensive transition plans and recovery oriented systems of care plans based on individual needs and community resources; maintaining strong relationships with community corrections staff; facilitating services to meet the unique needs of the clients; and insuring accountability and compliance with parole and probation. BTC offers mentor services to all individuals in transitional housing, which creates an extra level of support and consistency. One of the biggest factors in client outcomes is related to establishing pro-social supports, which the mentors play a key role in facilitating. Additionally, BTC has supplemental behavioral health treatment options for those who need it.

As noted above, BTC has 20 years of experience providing targeted and specialized transitional housing care for adults who are involved in the criminal justice system. Through the utilization of peer recovery care, BTC has unique strengths and resources embedded in each service due to our experience, specialized training, and collaborative relationships with probation departments across the state. Our comprehensive recovery needs assessment and intake process enhance our providers ability to tailor services to match the needs of each participant.

Additionally, BTC has a broad continuum of housing, peer, and behavioral health care. Each county offers three phases of transitional housing services that align with stages of recovery. This allows participants in any program access to specially designed services to meet their needs at all stages of the recovery process. Through collaborative and interdisciplinary team support, BTC offers highly skilled transitional housing services that meet the unique needs of justice-involved community members.

Describe the duties and qualifications of key staff positions...

The proposed program has a total of 2 peer mentors. The peer mentor is the primary case manager and support for clients in the Bridges to Change programs. Almost all BTC mentors are Peer Wellness Specialists (PWS), with some still in the process of obtaining certification. PWSs are required to have a minimum of two years recovery experience and 1 year of continuous sobriety. The mentor provides case management, employment, recovery access, pro-social supports and skills to address criminal thinking and old patterns of behavior. Mentors work closely with all partnering agencies including probation, post-prison supervision, treatment, recovery sponsors, school, employers, and the multitude of other service providers that can be involved in the client's life. Mentors also provide assessment, screening, evaluation of client progress in regard to program metrics, community safety, and participant needs.

Each BTC house is managed by a part-time house manager who is responsible for the overall safety of the house and day to day operations such as chore lists, cleanliness, UAs and client issues. The house manager lives on-site and works approximately 7 hours per week helping support residents. They work collaboratively with mentors to assist clients in being successful by coordinating transportation, basic needs and community meeting supports.

Additionally, the program is supervised and supported by the following leadership structure:

Program Manager: This position oversees 2 mentors and 1 house manager for the program within this proposal. The Program Manager is responsible for managing referrals, maintaining rosters, reviewing case files, reporting to PPOs, communicating about behavioral change agreements and day to day operations of the programs. The Program Manager is trained as a Peer Wellness Specialist and has a history of working as a mentor before being promoted to program supervisor and then program manager. The Program Manager has a requirement of having worked in the field for at least 3 years.

Regional Manager - This position is responsible for risk management and oversight of all of Clackamas County programs including the ones in this proposal, and is the direct supervisor of the Program Manager. The Regional Manager works with the Clackamas County BHRN and is a liaison between Bridges to Change and community partners including CCHHHS-BHD. The Regional Manager position holds a PWS certifications and has been working with nonprofits for at least 5 years.

Housing Services Manager – This position is responsible for supporting the integration of housing services within specified programming. The Housing Services Manager focuses on reducing barriers to housing services and assisting with housing related needs, processes, and supports in Clackamas County. The Housing Services Manager carries a Peer Wellness Specialist certification and has worked in the field for at least 3 years.

Housing Services Director – This position is responsible for the oversight of the BTC Housing Division in areas of housing service leadership, program oversight, and program operations. The Housing Services Director provides housing-related services by planning, preparing, implementing, and evaluating housing services and operations. This role directly supervises the Housing Services Manager. This position has at least 3 years of nonprofit leadership experience and has at least 5 years of property management experience.

Describe the administrative, management and supervision structure of your agency/organization...

Bridges to Change, as a 501(c)3, has the required bylaws, employee manual, fiscal policies and procedures and operations policies and procedures. Employees have access to all policies and are continuously trained on implementation of these policies. Organizational governance and fiscal responsibility are overseen by the Board of Directors. The Chief Executive Officer, who reports to the board, manages the entirety of the organization. The operations of the organization are directed by the Deputy Director, who supervises the Housing Services Director, Behavioral Health Director, and the Associate Operations Director. Clackamas County services are managed by the Program Manager and the Housing Services Manager, both roles report to the Regional Manager and the Housing Services Director, respectively.

Each county has a program manager who reports directly to the Regional Manager and supervises the mentors in each county. Program managers maintain at minimum a PWS

certification and attend monthly internal leadership trainings and onboarding with ongoing supervision around staff oversight. Program managers are expected to engage mentors in a minimum of one hour of individual supervision per week, reviewing cases, addressing support needs, and providing resource connection continuously.

House managers attend an onboarding and are trained on a house manager manual on internal processes for housing. They attend monthly house manager staff meetings where they receive supports around housing issues, training on policies and practices and obtain house supplies. They work collaboratively with the team to report any house issues and maintain direct contact with the Program Manager and the Housing Services Manager.

Each county has a weekly staff meeting for program managers and mentors to meet and review any client issues or safety concerns that arise, including reviewing any house manager reports of client issues. If necessary, the directors attend the meetings as well. This ensures client's needs are met and there is strong communication between all staff members. Clients are also encouraged to submit both appreciation and grievance forms when necessary to address any issues that may need to be resolved with staff. These forms are readily available in common areas of all housing with instructions on how to submit them.

Bridges to Change maintains an overall operations policy and procedure manual. This includes all Oregon Administrative Rule requirements for outpatient treatment services as well as mentor service provision and housing services provisions. Some policies include quality assurance, sustainability, equity, confidentiality, mandatory abuse reporting, crisis prevention, trauma informed care and more. The manual outlines the specifics of service provision and day to day operations which are outlined thoroughly in later sections. The purpose of the manual is to ensure that all staff have a shared understanding of how we provide supervision and services.

Agency/organizational policies and procedures for administering criminal background checks for employees...

Many of our staff have been involved in the criminal justice system as we believe in the value of lived experience, however, there are some disqualifying criminal charges that prevent employment. Bridges to Change utilizes our HR platform, PayCom, to perform an extensive background check on all prospective employees. BTC does not employ individuals who have been found to violate the Prison Rape Elimination Act for this program through sexual misconduct or sexual abuse in a secure setting. In addition, in accordance with the Oregon Health Authority's policy, those with a history of aggravated murder, murder, rape-1, sodomy-1, unlawful sexual penetration-1 and sexual abuse-1 are not currently permitted to be considered as a peer mentor.

Additionally, BTC is moving toward ensuring that all peer mentor positions hold a Peer Wellness Specialist certification. These certifications require an additional state-level background check, which includes a risk analysis completed by the state for those who hold PWS certifications. This process of enhanced certification both enriches care for vulnerable populations and promotes more thorough background screening for individuals providing such services. BTC continues to offer expungement clinic services, which are available to all community members, including employees.

Describe your agency's and staff's experience in working with communities of color...

Bridges to Change recognizes and fosters cultural diversity and respect throughout our organization and the communities we serve. Our goal is that Bridges to Change will be sought out as an organization that truly fosters an atmosphere of cultural equity and that we make every effort to acknowledge, understand and embrace cultural differences. In its earliest efforts in 2016, BTC established an Equity Committee, a DEI Leadership Committee, a Racial Equity Policy and processes for evaluation. Over time, the work of these processes and people have become integrated into the organization, including a standing equity lens for decision making, annual demographics data review, equitable and inclusive hiring and retention practices, ongoing training and more. It is the expectation that our staff attend yearly trainings on cultural responsiveness and practice inclusion as a foundation. Equity is a focus in our annual reviews for staff where they evaluate their own progress and establish equity goals with their supervisors both personally and professionally.

Bridges to Change has an extensive history of working directly with and partnering with community providers on culturally specific programming, including our current programs for Latine men and women, Black/African American men and women and LGBTQ+ individuals. In these collaborations, BTC supports the framework for housing and culturally specific providers provide culturally appropriate services to the participants.

In addition to be trained in providing culturally responsive services, Bridges to Change staff are familiar with culturally and linguistically specific providers in the area to make referrals as appropriate and are trained in how to utilize the available translations services for clients in need of these supports. Bridges to Change has a vast network of community partners who accept referrals, consult, and offer collaboration if/when Bridges to Change needs more support in meeting an individual or community's needs.

Agency policy and procedures that demonstrate a defined and integrated process to assure continuous quality improvement and program oversight...

In 2024, Bridges to Change hired a Compliance & Evaluation Director and a Quality Assurance Manager to promote and enhance efforts of quality improvement and service evaluation across the organization. The Compliance & Evaluation Director oversees the Quality Assurance Manager, Data Manager, Data Specialist, and Systems Administrator. This team provides strategic oversight of BTC's quality assurance metrics, trainings, auditing, and compliance with local, state, and federal mandates. Additionally, this team is integrated with employees on the first day of onboarding, laying a foundation for data-driven practices and approaches within the organization.

Bridges to Change has a long history of promoting and centering quality assurance, establishing a Quality Assurance Team in 2016 comprised of all areas of the organization to review policy and procedures and support improvements based on client feedback. In 2022, this transitioned to a Subject Matter Expert group, which allows for more specialized staff to analyze programs and outcomes and determine areas for growth.

To promote consistency across the organization, Bridges to Change developed, hired, and integrated Regional Managers to oversee each county within Bridges to Changes' service system. Regional Managers offer specific quality improvement and program oversight for their county/region, focusing on program trends, county themes, and regionally specific needs for our participants. Bridges to Change engages in bi-weekly housing census reporting to better understand housing trends and outcomes, which is led by the Regional Manager. Additionally,

Regional Managers audit participant records to ensure compliance, review supervision notes to identify support themes for staff, develop and implement training plans and support for staff, and provide leadership within the county to address the unique needs and service models of each region. Regional Managers receive coaching, supervision, and support from senior leaders and connect with other Regional Managers to navigate common trends and themes at the regional level.

Measure and improve outcomes related to client housing stability and economic self-sufficiency...

BTC implements a structured an ongoing process to assess, monitor, and improve the quality and effectiveness of services provided to individuals. As outlined above, we have QA policies that help support structured reviews of outcomes within the organization. Specific to this program, the Clackamas County Program Manager is responsible for assigning the referrals and coordinating care prior to housing intake. All clients receive mentor connection at intake, whether it is a direct pick up from where they are transitioning or to arrange a first meeting if that initial transportation is not an option. During the intake process, individuals complete their general intake demographics which includes information related to substance use issues, mental health issues, physical health needs, and more. This information is entered into BTC's electronic health record to track intake and exit statuses to better understand and improve outcomes.

Additionally, mentors and participants work collaboratively to complete a Recovery Needs Assessment and Recovery Plan within the first week of housing services. BTC implements best practices in records keeping in accordance with the Oregon Administrative Rules for Outpatient Alcohol and Drug Treatment Services. Charts and other client records are reviewed for accuracy and completeness by their program managers every week. Regional Managers audit client records for compliance monthly, enhancing quality improvement efforts and addressing trends as soon as possible. This process also ensures that participant needs are being met by their mentors.

Bridges to Change is committed to better understanding and integrating client outcomes for ongoing program and service improvement. Bridges to Change engages a number of evaluative processes for outcome integration including; quarterly outcome review, housing retention reports, community partner collaboration, client feedback surveys, graduation rates, and annual reporting trends. Program managers, regional managers, and director leaders use outcome data to revise and adapt service models to meet client and community needs, while also maintaining contract compliance in areas of risk, safety, and intended service goals.

In addition to the above-mentioned process, at intake, participants are also asked about their current employment, housing situation, monthly income and number of dependents. At exit, they are asked their monthly income, employment situation and where they are transitioning to for housing. These data points are used to track the efficacy of our services and inform any changes related to service provision. As a part of an individual's Recovery Plan, they are assisted with finding employment, establishing a bank account and savings plan, and any other objectives related to financial stability that are identified by the participant.

Describe how you gather and integrate feedback from clients about your organization's delivery of housing services...

Upon housing intake, participants are provided with an intake packet and information that includes numerous ways to give the organization and program feedback including but not

limited to; meeting with their peer provider, meeting with a supervisor, meeting with a director, completing satisfaction surveys, completing an anonymous feedback form, sending feedback to the county or other funding entity, state reporting lines, and more. Participants across the organization are given quarterly satisfaction surveys to complete to give feedback. These surveys include questions related to the quality of care, cultural responsiveness, etc. as well as the option to write in feedback. Participants are also invited to complete exit surveys when they leave services.

Client satisfaction and exit information is shared with the Compliance & Evaluation team, an internal group of Bridges to Change employees with specific operational and service expertise. The Compliance & Evaluation team reviews trends in client feedback, identifies broad solutions for improvement, and offers feedback sessions to staff to better understand how changes will impact them and their clients. Bridges to Change also understands that many clients may not feel comfortable giving feedback. As such, we also encourage direct and supportive conversations with clients and their mentors and probation officers about what they need, what works for them, and how they can center their goals in the service relationship.

Bridges to Change has a grievance and feedback process that is standard across the agency. All participants are encouraged to communicate feedback directly to staff, including the house manager, mentor or other staff they are in contact with. In addition, participants are given instructions on how to complete grievance forms at intake if they feel they are unable to speak directly to staff about the issue. Grievance forms are available online and in paper form at every office and house. Grievances go directly to the Compliance & Evaluation Director and the Human Resources Director. These grievances are addressed within 7 business days of their submission, unless they are indicated by the participant as expedited, in which case they are addressed within 48 hours. All grievances and their resolution process are kept on file with HR.

Further, Bridges to Change has utilized outcome data to determine common trends in peer services and transitional housing care. From these trends Bridges to Change has developed, recruited, hired, and implemented Housing Services Manager roles to oversee the efforts of housing retention across the organization. This team specializes in identifying and utilizing interventions of housing retention in order to enhance care outcomes for our over 550 beds across the state. Though this team has been in place for just over a year, BTC is now able to track housing retention efforts through peer services, housing compliance initiatives, and increased care practices for clients demonstrating behaviors of increased need.

5.2.1 Agency Approach to Service Delivery

Describe your organization's proposed peer support services...

The majority of our services are designed around best practices for criminal justice populations and substance use disorder treatment as outlined in *Best Practices for Successful Reentry from Criminal Justice Settings* and *Best Practices for Recovery Housing* by SAMHSA. Best practices in this section are indicated with (BP) following the practice.

Referral/Intake & Placement: Referrals to housing services will be made directly by CCHCD staff - Clackamas County Program Manager via fax or email prior to engagement in services. Ideally, a reach-in or court meeting is performed by BTC staff based on best practices for case management to reduce recidivism prior to release (BP). Intake date will be arranged by BTC within 24 hours of referral unless the participant is deemed inappropriate for housing. If a client is not appropriate for housing, the program manager will provide this information to the

CCHCD staff within the 24 period for other arrangements to be made. Any disputes shall be resolved between the program manager and CCHCD staff. BTC also informs court staff within 24 hours of a missed intake. BTC staff works closely with parole officers (PPO) at all stages from referral through program completion.

Orientation & Expectation Setting: BTC arranges mentor transport directly from the releasing facility to BTC housing when possible, decreasing the likelihood a client will engage in criminal behavior or utilize criminal associates for assistance (BP). Placing clients directly into housing upon release is an effective way to reduce engagement in old behaviors and reduce the cost of probation violations that occur from this, in particular relapse and continued substance use.

Upon entry into housing, all clients review a housing handbook outlining rules, policies, client's rights, grievance procedures and guidelines for completion with their mentors. House managers review these documents again with the client to ensure understanding and complete a signed agreement in lieu of a lease. The handbook is posted in housing common areas for reference. Clients in need of translation services are provided a translator with the appropriate credentialing. Included in the client orientation packet are releases of information for all relevant agencies for communication including but not limited to CCHCD staff, treatment providers, emergency contacts, primary care providers, District Attorney's office, etc. Those who refuse to sign releases of information to the appropriate agencies are unable to engage in services and will be directed and transported to their PPO for further instruction. During the initial orientation day, mentors also assist clients in obtaining a food box, food stamp card, ID, clothing, Honored Citizen's Pass, etc. BTC places the highest priority on getting basic needs established. BTC mentor and PPOs have collaborative meetings with client within the first 30 days to review goals and set expectations (BP).

Housing & Housing Culture: Housing facilities are fully furnished with bedding, linens, dishes, etc. with the appropriate safety features including smoke detectors, emergency exit plans, fire extinguishers, etc. Each client has a bed, dresser, chair, desk and storage space. Each house has a community kitchen area and community living spaces. Clients are responsible for their own food preparation but are assisted in obtaining food stamps or food boxes to ensure proper meals. All housing has laundry located on site. House managers are available most often to assist clients, in the case of emergency, mentors can be contacted as well. Bridges to Change has a rotating emergency phone that is staffed 24/7 by program managers and supervisors across counties for any immediate needs or emergencies.

Typical early requirements of our mentor and housing program require two weeks of early curfew (10:00 pm) with weekends in house, adjustments to curfew schedule and overnights will progress in conjunction with PPO plan and client accountability. Typical work expectations and timelines are introduced; standard program requires fulltime work or full-time school or a combination thereof. If the client is disability eligible, work or volunteer hours that do not interfere with their benefit reimbursement are required, along with PPO plan. All clients are expected to contribute to the cleanliness of housing and do their part to keep a healthy environment both physically and behaviorally.

Clients are required to sign in and out of housing and maintain daily activity logs which are submitted weekly to mentors. In the case that a client has been out of contact unplanned for more than 24 hours, PPOs are contacted immediately for further instruction. If clients are

involved in any incident that would result in loss of housing (i.e. violence, drug use on premise, etc.), PPO and CCHCD staff are notified immediately and given a copy of the incident report when necessary. To ensure maximum safety, house managers perform nightly bed checks and reports any undesirable findings to a supervisor and/or mentor.

Many clients experience and exhibit behaviors that cause challenges during their time at Bridges to Change. If a client engages in behaviors that are problematic, the house manager or mentor contacts the Housing Services Manager who reviews and may place the client on a behavioral change agreement (right-to-remedy), unless the behavior warrants 24-hour notice (i.e.: threats and intimidation, alcohol/drug use on the property, etc.). Once a client has been placed on a right-to-remedy their PPO is immediately notified of the agreement and the client's progress. PPO is invited to attend any staffing meetings related to these issues and can also request a staffing at any time (BP). Staff works with the client to support alternatives to the identified behavior to facilitate change and alternative choices. If the client continues to engage in the behavior, they may be discharged and transitioned from the program. If a client is to be discharged, we notify the PPO prior to the transition to provide ample time for them to prepare for coordination, which may include rearrests, other sanctions, or special instructions.

Typical behaviors resulting in a right-to-remedy include, late to curfew, not fulfilling job search requirements, not completing housing chores, inappropriate behaviors with peers and other issues that are not an immanent harm to self, milieu or others. For reasons of peer safety and sober housing conditions, if a client uses alcohol or other drugs on-site, it will result in immediate discharge without a right-to-remedy. Bridges to Change assists clients in finding other housing and continues to provide mentor services, as this is highly important to a client's success following a recurrence of use. PPOs will receive reports on positive drug screens within 24 hours and provide copies of reports upon request. Client Occupancy Reports are sent daily to CCHCD court staff by the Program Manager.

Client Files & Case Monitoring: Bridges to Change utilizes CareLogic, an electronic medical record system to maintain files for participants. A new file is created for every individual entering into the BTC services. This file includes at a minimum: personal data sheet, releases of information, progress notes, Recovery Needs Assessment, Recovery Plan, referrals made, UA results, case management notes for outside communications, behavioral change agreements and emergency contacts. In addition, Clackamas County case files include CCHCD court communications relevant to the participant. Bridges to Change complies with all contractual requirements, including faxing or secure emailing client files on a regular basis.

Program Services/Service Coordination: All Bridges to Change staff are trained in motivational interviewing techniques as an evidence-based practice to utilize pro-social communication, increase rapport and to deal with conflict constructively. Using a strengths-based model, staff are able to assist clients in building on positive skills and achieving self-sufficiency. Many staff members have been involved in the criminal justice system as well as managing housing insecurity and can relate and provide positive role modeling to clients. Staff receive training and ongoing supervision on homelessness and factors that contribute to this. Some best practices according to the National Alliance to End Homelessness that BTC utilizes include: an effective multi-disciplinary approach involving behavioral health treatment, PPOs and other providers; supplemental peer recovery services; client choice, and marketable job skill development.

Bridges to Change strongly believes that the client is the expert in their own lives. By allowing the client to direct services while providing structure and accountability, BTC empowers clients to change their own lives. This is essential to long term recovery and success, as BTC is just a stepping stone on the path. One example of how clients can direct their own services is the needs assessment. All clients complete a needs assessment during their first week in services with a mentor. In this assessment, clients identify the most important areas to them in recovery to focus on, thereby informing staff of their goals and priorities. The integration of peer recovery mentors has proven to be an effective tool for reducing recidivism and concurrently reducing homelessness (BP).

Mentors review this assessment with the client and assists the client in developing a Recovery Plan, including feedback from PPOs and any case plans created by the PPO (BP). House managers are invited to participate in the development of the plan to provide support. The assessment and plan include information and evaluations of the following areas: recovery centers in the community, recovery activities, natural supports, mutual help groups, culturally specific supports, faith-based supports, housing, transportation, education and vocation, financial and budget counseling, legal and advocacy services, parenting, family services, and job development resources. From this needs assessment the recovery mentor, in collaboration with the individual, creates a Recovery Plan according to client-identified most pressing needs. The mentor and client review this plan periodically to update and ensure the client's needs are being met. Both the needs assessment and the Recovery Plan are a part of the client's permanent file, they are the basis for all case management and mentor service provisions.

Expectations and Transfer: While clients are the driving force of the services delivery, BTC maintains some minimum expectations for transfer from services, these include a pro-social community support system, a source of stable income (employment, SSI, schooling, etc.), enough savings for a housing deposit and first month's rent and a safe, secure housing plan. Mentors will assist in the client's orientation to their alcohol and drug free housing and escort them to community support meetings, this includes facilitating a meeting with the client and PO within the first 30 days in services. Regular community support attendance, 2 times per week, is a minimum requirement for all clients with a substance use history and varies depending on the client's identified support group. Engaging in community support meetings has been shown to improve outcomes and is identified by SAMHSA as a best practice. Clients are welcome to attend church, the gym, NA/AA meetings, Refuge Recovery, SMART meetings, yoga, Celebrate Recovery, Wellbriety, etc.

Clients are expected as part of the transitional housing to continue regular community support attendance and identify a consistent support group and sponsor or primary support person. Most BTC clients find employment within 30 days. Generally, the typical client has accrued enough savings after 80 days, maintained abstinent from substances, engaged with all behavioral rules, completed treatment court plan goals and PPO conditions to graduate the transitional housing program. Two to three weeks prior to expected graduation, Bridges to Change staff work with the client to prepare for the next transition to their long-term housing and create an exit plan. The PPO and/or CCHCD staff will be notified 1-2 weeks prior to completion for those who are exiting successfully. For those discharged prior to completion, PPO and or CCHCD staff is notified with working day.

Bridges to Change has a positive long-standing relationship with Oxford and other community clean and sober housing providers. Permanent, stable housing is a requirement to move on from BTC. According to the National Alliance to End Homelessness website, “Permanent supportive housing has been shown to be not only successful at ending chronic homelessness but is also often cost-efficient. People experiencing long-term homelessness often incur significant public costs – through emergency room visits, run-ins with law enforcement, incarceration, and access to existing poverty and homeless programs.” It becomes a vital part of maintaining low rates of recidivism and long-term client success.

Once all of these pieces are in place and housing has been approved by the PPO the client is prepared to graduate. Graduation ceremony is held quarterly, and all clients are required to attend to support their peers and hopefully increase their motivation to graduate. Graduations are supportive pro-social events that include family, recovery support peers, and community partner’s including, PPO, treatment providers, etc. CCHCD is provided with copies of individuals’ graduation certificates for record of program completion as well as completed Recovery Plans.

Describe your organization’s experience and capacity to provide peer support services...

a) recruitment, selection, training and retention;

As with all Bridges to Change recruiting, job openings are posted on the MHACBO website (Mental Health and Addiction Certification Board of Oregon), the agency website and BTC social media. BTC also has a referral bonus program to incentivize current staff to recruit qualified candidates. Applicant’s resumes are reviewed by the program manager to ensure they meet minimum qualifications for the position. In addition to being able to obtain mentor certification within 90 days of hire, applicants must have 2 years of recovery time and 1 year of continuous sobriety to eligible for the position. They then complete an initial phone screening to answer any questions and determine appropriateness for the position. A virtual or in person interview is then conducted with the program manager and a peer mentor, at minimum. Each applicant must also complete a skills test during the selection process. Once an applicant is selected, they must complete a background check and UA. If they pass both background check and UA, they are given a formal offer for the position and a start date is negotiated.

Bridges to Change continues to boost our training and onboarding processes. As such, all mentors complete a one-week onboarding, 30 days of structured training with their team and 12 hours of online training modules. All mentors must either be certified as a PSS or PWS within 90 days of hire. All BTC employees are placed on a 90 review period at the time of hire, to ensure that staff members are appropriate to position. At the end of the review period, a 90-day review is completed with the program manager and goals for the rest of the year are set in a performance plan. Plans are reviewed and updated each year with new goals. Mentors are supported with weekly supervision, monthly trainings, and performance improvement plans when necessary to ensure the best participant care possible.

Bridges to Change has an expansive benefits program to increase employee retention. Our compensation leads the market and we offer annual COLA adjustments to ensure our employees are able to afford the cost of living. We provide an annual training allotment for staff to attend external trainings. Our benefits include 100% paid health insurance, EAP, short term disability and life insurance as well as a 5% retirement match. We also offer generous time off including paid holidays, self-care days and more. After 7 years of service, staff are eligible for

an eight-week paid sabbatical. We believe this comprehensive program is essential to retention and ultimately cost effective in that it encourages employees to stay with the organization, which prevents costly turn over expenses.

b) program structure and operation

The Clackamas County Program Manager is responsible for scheduling and processing all referrals and intakes. Mentors are expected to transport the client upon release from the court, prison, or jail to BTC housing whenever possible or arrange for a meeting with the client within 48 hours from release when pick up is not a viable option. On the first day clients are assisted with obtaining a food box, EBT card, ID, bus pass, etc. Mentors give clients an overview of program expectations and complete the appropriate releases of information, review of privacy practices, rights and responsibilities, etc. During the first week, mentors spend a significant amount of time with new clients ensuring their needs are met and completing the Recovery Needs Assessment and Plan. Mentors are the primary case managers for clients and are responsible for maintaining client files. The Recovery Plan is the driving force behind the services mentors offer. Clients are empowered to identify their own goals with mentors available to offer support, direction and tools.

Some common areas in which mentors are seasoned in addressing include employment, recovery support, job skills development, navigating DHS/reunifications procedures, positive communication with POs, treatment participation and attendance, promoting healthy medication adherence, housing support and planning, and healthy relationship skills. A significant part of mentors' jobs is communicating with community partners and assisting the client with staying on track with the expectations of the various systems they are involved in. This can also include weekly court meetings where mentors help clients present appropriately and understand expectations set forth by the court system. BTC staff attend weekly and monthly multidisciplinary team meetings as available and individual PO meetings where clients are staffed for graduations, behavioral concerns and other relevant issues. POs are always invited to BTC staff meetings and mentors attend all meetings POs request.

Clients often have time-sensitive requirements on employment acquisition, treatment engagement and housing transitions depending on the community partner's expectations. Therefore, mentors often immediately engage clients in resource connection, using system navigation skills to assist with support. Mentors transport clients to interviews, community support meetings and treatment appointments. They use this time to build rapport as well as role-model positive relationships. Mentors help clients to build recovery support in the community based on the client's areas of interest and are expected to have a diverse knowledge of meetings in the area. Mentors coach the client in navigating the day-to-day requirements of accessing resources, shopping, budgeting and building life skills. Most clients find employment within 30 days after release. They are assisted in opening bank accounts with local banks known to be willing to work with individuals with criminal histories. Clients who do not work or are attending school create an individualized plan with their mentor. Mentor complete daily notes for all clients they have been in contact with. PPO and CCHCD staff are notified if a client has a change in care needs, is no longer complying with program rules or expectations, or has engaged in illegal activities. Exit plans are forwarded to the courts, PPOs and other county staff as appropriate.

Generally, prior to graduating, clients are expected to have a stable source of income, a sober support community, enough savings for a deposit and one month's rent, a long-term housing plan and approval by PPO and treatment. Typically, the mentoring program lasts 4 months, but can often exceed this.

c) Supervision

The Program Manager provides job descriptions and role expectations to new mentors. In the first week of training priority topics of transference, countertransference and professional and emotional boundaries issues are highlighted. Mentors are educated on crisis intervention and relapse prevention skills and given additional training assignments if necessary. Supervision and continuing education are essential to the mentor's success in establishing constructive relationships with program participants and clinical staff. Mentors attend individual supervision each week for one hour with a program manager. All program managers hold PSS or PWS certification, complete a leadership onboarding and attend internal monthly leadership trainings. Program Managers exhibit leadership qualities and a stable history of providing mentor services and/or leadership of service providers. BTC understands that intensive supervision is necessary for continued development. Within this supervision structure, supervisors identify strengths and growth areas of each mentor. Supervisor and mentor work together to identify available trainings and discuss engagement strategies for working with individuals. Supervisors utilize annual reviews for goal setting and supervision for supporting these goals. For mentors who are struggling to meet expectations, Program Managers implement performance improvement plans to create a path for success. These plans are reviewed weekly until they are resolved.

BTC strives to create a healthy growth environment for employees and clients. This creates a safe place for clients and helps retain employees in a field with high stress and burn-out. Boundaries and ethics are an integral part of weekly supervision and training for all staff. The mentors are encouraged to be aware of self-care and are provided with training and support around compassion fatigue, burnout and other difficulties that come with the job. BTC has an open-door policy to create collaboration between all levels of staff members and fosters relationships built on dignity and respect.

d) minimum qualifications;

As noted above, all mentors are required to obtain peer certification within 90 days of hire, applicants must have 2 years of recovery time and 1 year of continuous sobriety to be eligible for the position. They then complete an initial phone screening to answer any questions and determine appropriateness for the position. A virtual or in person interview is then conducted with the program manager and a peer mentor, at minimum. Each applicant must also complete a skills test during the selection process. Once an applicant is selected, they must complete a background check and UA. If they pass both background check and UA, they are given a formal offer for the position and a start date is negotiated.

Mentors must maintain their peer certification by continuing to obtain CEUs, and every two years re-applying for certification. Additionally, BTC has a state certified Peer Wellness Specialist training, where all peer employees are expected to attend and obtain their PWS. This is an 80-hour training for Traditional Health Workers who specialize in addictions and mental health support. This certification requires an enhanced background with a state risk assessment,

which enhances the requirements for peers to maintain an appropriate background in order to meet minimum qualification for the role and their PWS certification.

Currently, BTC meets state requirements for mentors to enter state correctional facilities. BTC mentors are expected to have 5 years living a prosocial, crime-free lifestyle, verified by a background check and professional references. Mentors typically all have experience working within the criminal justice populations and most have personal experience as a part of the system. Mentors who lack certain skills pertaining to these areas are expected to address this through supervision and training.

Describe the number of peers you can provide including days and shifts covered, how many clients could be served with this amount, and the types of services that would be provided...

Bridges to Change proposes to maintain the current program which includes two full-time male mentors, one day shift – Monday thru Friday; and one swing shift – Tuesday thru Saturday. Additionally, the program has a part-time onsite house manager who supports safety and monitoring when full-time staff are off shift. Further, BTC leadership maintains crisis level procedures and monitors programs for safety needs, responding during nights and weekends according to policy.

This program serves 12 transitional housing participants who are involved in drug courts or other behavioral health court programs. The primary services offered by this program include; peer recovery support, case management, community integration, activities of daily living support, court support, medication monitoring and support, recovery events and meeting engagement, weekly planning, budgeting and money skills, prosocial and positive engagement skills, housing retention and safety skills, crisis de-escalation, transportation, goal and transition care, and roommate cohesion opportunities.

5.2.3 Program Outcomes and Quality Improvement

Describe any agency policy and procedures that demonstrate a defined and integrated process to assure continuous quality improvement...

Expanding on statements in section 5.2, Bridges to Change continues to operationalize and invest in quality improvement of our services and operations. Our investment in director and manager level compliance, evaluation, data, and quality assurance functions has fortified the organizations commitment to improving our care and assessing care outcomes at all levels. Additionally, Bridges to Change continues to invest in data-driven processes that directly address client feedback, outcomes, and community trends. Building on our commitment to quality improvement, BTC's executive and senior teams have metrics within our 3-year strategic plan to enhance care outcomes and improve operational excellence. This strategic plan is supported by our board of directors and is being monitored at all levels of the organization.

As a result of enhanced care and quality improvement functions, BTC evaluated our incident reports and client grievances in 2024. This evaluation highlighted trends in care, which offered the organization an opportunity to develop and provide training to all staff and leadership about best practices for crisis de-escalation and crisis management. Additionally, BTC has implemented a Critical Incident Debrief process that follows every critical safety incident. This new process has supported client and staff safety and has led to additional training and support regarding vicarious trauma. BTC continues to examine outcomes and monitor for continuous quality improvement at all levels of the organization.

Describe how will you measure and improve outcomes related to client success (e.g. employment, sobriety, housing stability)...

As previously stated in section 5.2, BTC implements a structured an ongoing process to assess, monitor, and improve the quality and effectiveness of services provided to individuals. As outlined in previous sections, we have QA policies that help support structured reviews of outcomes within the organization. BTC monitors outcomes using our electronic health record, including the types of services individuals access, frequency and what resources they exit with. Aligned with weekly supervision and weekly team meetings, BTC staff and leadership are continuously reviewing cases and addressing gaps in care or resources to enhance outcomes related to employment, sobriety, and housing stability.

During the intake process, individuals complete their general intake demographics which includes information related to substance use issues, mental health issues, physical health needs, and more. This information is entered into our electronic health record to track intake and exit statuses to better understand and improve outcomes. Additionally, all needs identified are mirrored in the individuals support plan, which receives weekly review and monitoring by the peer provider and program manager.

All individuals who engage in Bridges to Change mentor services are assisted in meeting the goals of their Recovery Plans which may include finding employment, saving money through community-based banking, engaging in behavioral health services, connecting to primary care, establishing health insurance, moving to permanent housing and more. Peer mentors are trained and familiar with community resources for clients and make referrals to the identified services participants are seeking. Charts are reviewed in weekly supervision to ensure goals are being met and to improve outcomes for our clients. Regional Managers audit client records for compliance monthly, enhancing quality improvement efforts and addressing trends as soon as possible. These are also utilized as a tool in collaborating with PPOs to ensure supervision engagement.

Bridges to Change engages a number of evaluative processes for outcome integration including quarterly outcome review, housing retention reports, community partner collaboration, client feedback surveys, graduation rates, and annual reporting trends. Program managers, regional managers, and director leaders use outcome data to revise and adapt service models to meet client and community needs, while also maintaining contract compliance in areas of risk, safety, and intended service goals.

Describe how you gather and integrate feedback from clients about your organization's delivery of peer support services...

As previously mentioned in section 5.2 in response to this question, Bridges to Change has a grievance and feedback process that is standard across the agency. All clients are given access to grievance forms in their intake packet, at their houses, at BTC offices and online. Grievances are addressed within 7 business days of their submission, unless they are indicated by the participant as expedited, in which case they are addressed within 48 hours.

Participants across the organization are given quarterly satisfaction surveys to complete. Participants are also invited to complete exit surveys when they leave services. Client satisfaction and exit information is shared with the Compliance & Evaluation team, a highly qualified group of Bridges to Change employees with specific operational and service expertise. The Compliance & Evaluation team reviews trends in client feedback, works with program

leadership to identify broad solutions for improvement, and offers feedback sessions to staff to better understand how changes will impact them and their clients. The Compliance & Evaluation Director utilizes this information as well as structured feedback sessions to create a thorough strategic approach to improving mentor service delivery.

Describe how data or feedback has informed and shaped your agency's approach to service delivery.

In addition to the previous response to this question in section 5.2, Bridges to Change recently received feedback from Clackamas County clients about ways to improve the morning group service. From that feedback, Bridges to Change staff and leadership implemented a pilot change for client groups where staff facilitated the group at the participant housing location rather than the office. The pilot change identified a reduction in travel time and increase in engagement and group attendance. Additionally, post-implementation feedback from clients identified that they have felt more comfortable being open in their group sharing and have had more engagement with their assigned mentor.

All individuals who engage in Bridges to Change mentor services are assisted in meeting the goals of their Recovery Plans which may include: finding employment, saving money through community-based banking, engaging in behavioral health services, connecting to primary care, establishing health insurance, moving to permanent housing and more. Peer mentors are trained and familiar with community resources for clients and make referrals to the identified services participants are seeking.

5.4 Fees – Description to facilitate acceptance of a proposal...

The average full cost of a Peer Mentor is \$75,888/year (\$6,324/month), and includes:

- Wages – average hourly wage is \$29/hour
- Taxes – Budgeted at 10.45% of wages
- Benefits (including full cost of health insurance, 5% retirement match, short-term disability, and EAP)
- Training (including PWS certification) – Budgeted at \$410/FTE
- Administrative Indirect (which includes expenses defined by Federal Uniform Guidance) – Budgeted at 15% of program expenses

The total cost of the proposed funding model is and is not to exceed an average of **\$342,325 per year** and includes:

Transitional Housing and Peers:

- Administrative costs as noted above
- 2 FTE Peer Mentors – average of \$151,777 per year
- .2 FTE House Manager – average of \$9,067 per year
- .2 FTE Program Manager - average of \$17,619 per year
- .2 FTE Regional Manager - average of \$18,585 per year
- .2 FTE Facilities Coordinator - average of \$14,212 per year

EXHIBIT C

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, Health Centers Division** (“Covered Entity”), Health Centers Division Alcohol and Drug Treatment Program (“Program”) and **Bridges to Change** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

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

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

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

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

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

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

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

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

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;

- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
- 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
- 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the

- Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
- 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.
- 2.17 To not use or disclose PHI related to reproductive health care in accordance with the prohibitions set forth in 45 CFR 164.502 and 45 CFR 164.509, and to obtain an attestation before disclosing PHI potentially related to reproductive health care in accordance with 45 CFR 164.509.

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

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

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

SECTION IV – NOTICE OF PRIVACY PRACTICES

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

SECTION V – BREACH NOTIFICATION REQUIREMENTS

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

- d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.
- 5.3. Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.

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

Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.
- 6.3 **Effect of Termination.**
 - a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
 - b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate

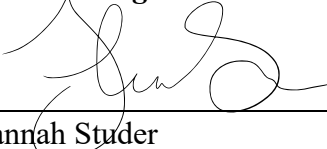
shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

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

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

Business Associate
Bridges to Change

By: 
Hannah Studer

Title: Chief Executive Officer

Covered Entity
Clackamas County

By: _____
Craig Roberts

Title: _____

Date: 4/3/25

Date: _____