

February 8, 2024

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

Board of County Commissioners  
Clackamas County

**Approval of a Personal Services Contract with Folk-Time, Inc. for Peer Support Services.  
Contract value is \$1,960,742 for 3.5 years. Funding is through Fees for Services.  
No County General Funds are involved.**

<b>Previous Board Action/Review</b>	Briefed at Issues – February 6, 2024		
<b>Performance Clackamas</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy, and secure communities.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Sarah Jacobson	<b>Contact Phone</b>	503-742-5303

**EXECUTIVE SUMMARY:** Peer support services are an integral part of Health Centers-Behavioral Health work with clients. Health Centers provide a comprehensive approach to care for individuals and value lived experience. Health Centers work with peer support as part of a larger treatment care team to assist individuals with meeting their individualized goals. Peer support works within various teams that focus on particular populations to better tailor treatment to an individual’s needs.

This contract will engage Folk-Time, Inc. to provide these valuable services to our clients, including one-on-one (and group), self-directed, person-centered life planning, support individuals working toward wellness and/or recovery, and assist and support individuals to develop community and peer relationships.

**RECOMMENDATION:** The staff respectfully recommends that the Board of County Commissioners approve this agreement and authorize Chair Smith to sign on behalf of Clackamas County.

Respectfully submitted,

*Rodney A. Cook*

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

For Filing Use Only



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #8824**

This Personal Services Contract (this “Contract”) is entered into between **Folk-Time, Inc.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of its Health, Housing and Human Services (H3S), Health Centers Division.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2027**. This Contract may be renewed for one (1) additional one-year period upon the mutual written agreement of both parties
- 2. Scope of Work.** Contractor shall provide the following personal services: Health Centers Peer Support Services (“Work”), further described in RFP 2023-67, attached hereto as **Exhibit A** and incorporated by this reference herein, **and Contractor’s Proposal** attached hereto as **Exhibit B** and incorporated by this reference herein
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Million Nine Hundred Sixty Thousand Seven Hundred and Forty-Two dollars (\$1,960,742)**, for accomplishing the Work required by this Contract. Consideration rates are on a reimbursement basis in accordance with the budget 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: [SJacobson@clackamas.us](mailto:SJacobson@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: Peter Starkey Phone: 503-238-6428 Email: <a href="mailto:pstarkey@folktime.org">pstarkey@folktime.org</a>	County Administrator: Emily Ketola Phone: 503-7226258 Email: <a href="mailto:EKetola@clackamas.us">EKetola@clackamas.us</a>
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

**ARTICLE II.**

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

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

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

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

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

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

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

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 30, and 32, 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. TERMINATIONS.** 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. HIPAA COMPLIANCE.** Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the



Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160–64), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the “HITECH Act”) (collectively, and as amended from time to time, the “HIPAA Rules”), and the confidentiality requirements set forth in 42 C.F.R. Part 2. Contractor shall further execute the Qualified Service Organization Business Associate Agreement attached hereto as **Exhibit C** and incorporated by this reference herein

**31. REPORTING REQUIREMENTS.** In performance of the Work:

Referrals shall be made by CCHCD through an electronic health record (EHR) system to Contractor. Contractor shall document services in the EHR. Contractor shall communicate with provider regarding services or client follow up in person, via telephone, via electronic communication methods, or through the EHR

**32. 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.

Folk-Time, Inc.

Clackamas County

  
Authorized Signature      Date

Chair

Peter Starkey / Executive Director  
Name / Title (Printed)

Recording Secretary

527094-83  
Oregon Business Registry #

DNP/OR  
Entity Type / State of Formation

Approved as to Form:

Andrew  
Naylor

Digitally signed by  
Andrew Naylor  
Date: 2024.01.22  
14:53:41 -08'00'

County Counsel

Date

**EXHIBIT A**  
**RFP 2023-67**



**REQUEST FOR PROPOSALS #2023-67**

**FOR**

**Health Centers Peer Support Services**

**BOARD OF COUNTY COMMISSIONERS**

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

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**Gary Schmidt  
County Administrator**

**Thomas Candelario,  
Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: September 28, 2023**

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

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

## **SCHEDULE**

Request for Proposals Issued.....	August 23, 2023
Protest of Specifications Deadline.....	August 30, 2023, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	September 6, 2023, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	September 28, 2023, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

## SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, September 28, 2023** (“Closing”), to provide **Health Centers 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/bsv/view/login/login.xhtml>, Document No. S-C01010-000007910

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

### **Submitting Proposals: Bid Locker**

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

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

### **Contact Information**

Procurement Process and Technical Questions: Thomas Candelario, [tcandelario@clackamas.us](mailto:tcandelario@clackamas.us)

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

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

## SECTION 2 INSTRUCTIONS TO PROPOSERS

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

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

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

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

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

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

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

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

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

an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

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

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

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

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

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

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

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

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

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

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

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

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

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

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

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

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

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

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

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

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

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or



fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

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

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

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

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

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide Peer support services for Clackamas County Health Centers-Behavioral Health work with clients.

**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

Peer support services are an integral part of Health Centers-Behavioral Health work with clients. Health Centers provides a comprehensive approach to care for individuals and values lived experience. Health Centers works with peer supports as part of a larger treatment care team to assist individuals with meeting their individualized goals. Peer supports work within various teams that focus on particular populations to better tailor treatment to an individual's needs.

### 3.3. SCOPE OF WORK

#### 3.3.1. Scope:

1. Work in conjunction with CCHCD – Health staff to promote a recovery oriented support system that focuses on hope, choice, personal responsibility, and self-determination.
  - Contractor supervisors/ leadership will meet with Behavioral Health Operations manager/leadership quarterly to review program function and to explore opportunities for improvement.
  
2. Provide Peer Support Services to consumers receiving behavioral health services, using a Peer Support Team model, working in collaboration with service teams at the following service sites: (Groups will be held at each specific site and services will be delivered in the community as well as on the sites specified, but locations are subject to change).
  - **Clackamas County Behavioral Health Center** located at 150 Beaver Creek Rd. Oregon City, OR 97045
  - **Clackamas County Sandy Behavioral Health Center** located at 39740 Pleasant St. Sandy, OR 97055
  - **Clackamas County Treatment Court Services Center** located at 1011 Courthouse Rd., Oregon City, OR 97045

3. Provide six (6) 0.8-1.0 FTE Peer Support Specialists, one (1) 1.0 FTE Peer Delivered Services Supervisor, and one (1) part time Clinical Supervisor. The Peer Delivered Services Supervisor and the Clinical Supervisor will provide the required supervision of the peer support specialists as outlined in OAR 309-019-0130 and defined in OAR 309-019-0105.
  - Capacity: Each Peer will be assigned to work individually with up to 20 individuals at anyone time. Additional individuals will be served by attending groups led by the peers.
4. Peer Support Specialists will assist individuals with one-on-one (and group), self-directed, person-centered life planning and will work as an advocate within the treatment planning team if the individual requests this support.
5. Support individuals working toward wellness and/or recovery:
  - Assist in accessing 12-step programs, support groups and other resources available in the community as appropriate to the treatment focus.
  - Provide referrals to other peer support resources as appropriate to the treatment focus.
6. Assist and support individuals with problem solving.
7. Assist and support individuals to develop community and peer relationships.
8. Assist in addressing other issues as identified by the individual and in collaboration with the treatment team.
9. Provide a variety of peer activities, including but not limited to, arts, social, physical and spiritual activities.
10. Participate in agency team meetings at the frequency deemed appropriate by the program supervisors.
11. Provide peers who will attend trainings and committees as requested by CCHCD or the contractor.
12. Provide peers who will use a whole health approach not only addressing issues of mental health and SUD, but spiritual and physical health as requested by the individual and in collaboration with the treatment team.
13. Provide peers who will meet program expectations up to and including, but not limited to: timeliness of documentation, encounters standards, outreach, quality services, and other requirements as outlined by CCHCD departmental supervisors.

Peers will be required to adhere to all COUNTY/CCHCD policies and procedures.

14. Collaborate with the clinic's service team and other service providers to encourage communication and collaboration regarding the individual's success.
15. Capacity to bill with accounting breakdowns of admin fees, timecards

### **PEER REQUIREMENTS**

- Complete a 40-hour Oregon approved peer support training to obtain and maintain a Certified Recovery Mentor or Traditional Health Worker certification
- Must adhere to all County policies and practices, including all HIPAA, 42CFR Part 2 and privacy practices
- Must train in, and utilize, electronic health records for client charting
- Will provide both in-person and telehealth services
- Must meet the Oregon Administrative Rules definition of a peer: "any individual supporting an individual or the individual's family member who has similar life experience, either as a current or former recipient of mental health or substance use services, or as a family member of an individual who is a current or former recipient of substance use or mental health services." Must meet Oregon Administrative Rules definition of a peer support specialist: "a qualified individual providing peer delivered services to an individual or family member with similar life experience under the supervision of a qualified clinical supervisor and a qualified peer delivered services supervisor as resources are made available."
- Must be able to pass a criminal background check and drug screening
- Must adhere to required productivity expectations
- Must follow all County and Health Centers policies and procedures

### **CONTRACTOR SHALL COMPLETE THE FOLLOWING FOR ALL PEERS**

- Occupational Health Screening including verification of current immunizations; hepatitis A and B vaccination, TB Mantoux test, Varicella, MMR immunity and Td/Diphtheria prevention.
- Verification of current BLS certification

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

## **REPORTING REQUIREMENTS**

Reports shall be submitted to the County no later than thirty (30) days following the end of each quarter. Due dates for reports are as follows:

### 1. Reporting Schedule:

<b>1<sup>st</sup> Quarter</b>	July 1 – September 30	Due October 31
<b>2<sup>nd</sup> Quarter</b>	October 1 – December 31	Due January 31
<b>3<sup>rd</sup> Quarter</b>	January 1 – March 31	Due April 30
<b>4<sup>th</sup> Quarter</b>	April 1 – June 30	Due July 31

2. Quarterly Reports will include data related to client services provided and will include line-item accounting as billed to each program and location, and submitted via email to the designated program manager.

### 3. Quarterly Reports shall include:

- a. Total number of hours worked per week for Peer Support Specialists
- b. Number of new individuals served each quarter
- c. Number of individuals who concluded support services in the quarter

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

The term of the contract shall be from the effective date through **2 years** 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
- Attachment A – QSOBAA

The following insurance requirements will be applicable:

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

**SECTION 4  
EVALUATION PROCEDURE**

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

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

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

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
General information – qualifications and experience	0-20
Program design, strategy and capacity	0-30
Staffing plan and development	0-30
Budget	0-25
<b>Available points</b>	<b>0-100</b>

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

## **SECTION 5 PROPOSAL CONTENTS**

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

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

**5.1.2.** Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/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. Proposer's General Background and Qualifications:**

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

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

- 1) How are peer support specialists supported to work within a larger treatment team of primarily clinical staff?
- 2) How do you manage complaints toward peer support specialists?
- 3) What are your strategies for recruitment and retention of peer support specialists?
- 4) Describe your philosophy and approach to mental health recovery.

### **5.4. Fees**

Fees should be described on an itemized budget for time and materials 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. Monthly invoices shall reflect costs described in the itemized budget accepted in any signed contract.

### **5.5. References**

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



**5.6. Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**  
**RFP #2023-67**

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

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

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

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

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

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

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

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Oregon Business Registry Number: \_\_\_\_\_ OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: \_\_\_\_\_

EXHIBIT B  
CONTRACTORS PROPOSAL

# Folk Time

**Folk-Time Inc.**

**Proposal Response For:**

**REQUEST FOR PROPOSALS #2023-67  
Health Centers Peer Support Services**

Folk-Time Point of Contact: Peter Starkey, Executive Director

[Pstarkey@folktime.org](mailto:Pstarkey@folktime.org)

503-238-6428



To whom it may concern,

On Behalf of FolkTime we are excited to present a proposal that builds upon our ten-year partnership with Clackamas County Health Centers. This proposal signifies our unwavering commitment to our shared mission, values, and delivering quality services to our clients in the community. We envision an expanded and enhanced partnership in peer services to continue our vital work.

Over the past decade, Folktime and Clackamas County Health Centers have collaboratively achieved significant milestones, including community integration, recovery-oriented services, a client-centered approach, and positive outcomes. This history of effective collaboration sets the foundation for our proposed expansion.

Folktime's mission is to connect individuals with lived experience to promote recovery, wellness, and community integration for individuals with mental health and/or addiction history. Our core values encompass respect, empowerment, peer support, and community engagement, underpinning all our efforts.

Folktime is dedicated to upholding the highest standards of quality. We will implement rigorous monitoring, feedback collection, and evaluation processes to continuously enhance our services and meet evolving community needs.

In conclusion, this proposal reflects our deep commitment to the community and the clients we serve. We are eager to continue our collaborative efforts with Clackamas County Health Centers, empower individuals, foster recovery, and create a stronger, more inclusive community.

As Executive Director of FolkTime Inc. I am authorized by the Board of Directors to sign and bind Folk-Time Inc. It is our intent to be bound by the proposal submitted with Clackamas County. Should you have any questions or concerns, I am available at [pstarkey@folktime.org](mailto:pstarkey@folktime.org) or 503-238-6428

**Sincerely,**

**Peter A. Starkey**

**Executive Director, Folk-Time Inc.**



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

### **Description of the firm.**

FolkTime is a non-profit community service agency whose ongoing commitment is to provide a culture of inclusiveness within the behavioral health system. As a peer-run, peer-driven organization we have been at the forefront of innovation and systemic change in the mental health system since 1985.

By promoting a recovery-oriented support system that focuses on hope, choice, and connection, FolkTime provides training, peer support services, and advocacy for the most vulnerable in our communities. FolkTime is a leading organization dedicated to promoting mental health and wellness through peer support services. With a rich history spanning over 4 decades, FolkTime has established itself as a trusted and respected provider of peer support services in addition to training and technical assistance in the field of peer delivered services. Our mission is to create inclusive communities where individuals facing mental health can find understanding, connection, and support from their community.

At the core of FolkTime's approach is the concept of Intentional Peer Support (IPS), an internationally recognized best-practice framework that emphasizes authentic relationships and mutual learning between peers. Through IPS, FolkTime equips individuals with the skills and tools to offer non-clinical, trauma-competent support to their peers, fostering a sense of empowerment and promoting recovery. This comprehensive training programs cover various areas, including trauma-informed care, crisis intervention, and cultural competence, ensuring that peer support professionals are equipped to address the diverse needs of the communities they serve.

FolkTime's impact extends beyond our social programs to the clinical organizations we work with, and those we train. We actively engage with communities, organizations, and policymakers to advocate for the integration of peer support services into mainstream systems. By championing the voice and expertise of individuals with lived experience, FolkTime helps shape policies and practices that promote holistic, trauma-competent, person-centered care. Through their dedication and commitment, FolkTime has become a catalyst for change, transforming the landscape of mental health support and empowering individuals on their journey to recovery.

### **Credentials/experience of key individuals that would be assigned to this project.**

Grant Fagot, Supervisor of Clinical Programs – Grant has 16 years of experience in the mental health and recovery field including 12 years of direct service experience in various modalities: Club house model, in person psychiatric hospitalization, bridging from the hospital back into the community, and outpatient clinic-based peer support. 4 years of experience in a supervisory role in clinic-based programs.

Peter Starkey, Executive Director- With over a decade of nonprofit management experience, including seven years dedicated to peer-run, peer-delivered services, they have honed their expertise in fostering supportive communities and promoting mental health. A National Trainer in Intentional Peer Support, an OHA-recognized certification as a Peer Support Specialist under the Traditional Health Workers Commission, and additionally, a Wellness Recovery Action Plan (WRAP) Facilitator and Whole Health

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Action Management (WHAM) Facilitator. Peter also designs and delivers training, talks, and conference presentations on behavioral health topics that have been presented around the world.

Jen Patterson, QMHP, Clinical Peer Liaison- With over ten years providing support to people experiencing mental health challenges, Jen has a strong commitment to integrating peer services into traditional mental health clinics. She believes strongly in the recovery model and the importance of holding hope for her peers. As a clinician and a peer, Jen supports both clinicians and peer supports in their communication. She sees herself as a translator of both peer and clinical perspectives on mental health. She is also trained in Disaster Mental Health, IPS, and is a Wellness Recovery Action Plan (WRAP) facilitator.

Willita Ross, Director of Equity and Innovation- an experienced Organizational Trainer in Intentional Peer Support, brings over 16 years of dedicated service to community non-profit organizations. She has been a vital liaison for the Department of Human Services, offering essential support to women and children in the community facing a multitude of challenges, including domestic violence, sex trafficking, involvement in the criminal justice system, drug and addiction issues, and homelessness. With a remarkable decade-long tenure at FolkTime, Willita's commitment to positive change within these vital sectors shines brightly. Willita's position at FolkTime is both internal and external facing, pushing the boundaries on trauma competency training with a focus on our commitment to diversity, equity and inclusion by supporting FolkTime staff and our community partners.

Robert Cseko, Director of Administration- Robert Cseko is a 36 year finance and administrative professional. Having started his career as a Business Manager in the mid 80's for a large CPA firm. He handled entertainment clients, Harrison Ford; Mick Fleetwood; H.S.H. Princess Stephanie amongst others. He moved into the private sector where he was the Controller for an animation company, Klasky/Csupo – the original home of the Simpson's and creators of the wildly popular Rugrats franchise. Robert led a managed growth strategy that enabled the studio to grow from 12 employees to over 250 and assets from \$500,000 to \$3 million annually. In the early 90's Robert joined Nickelodeon Animation as their Director of Finance and was an integral part of the management team helping run a 72,000 sq ft animation studio housing over 350 employees. He oversaw a team of 10 in the finance department which handled budget preparation/presentations and cost reporting for 5 concurrent animated shows with an annual total budget of \$10 million. The shows were, Hey Arnold; Angry Beavers; Oh Yeah Cartoons; CatDog and SpongeBob SquarePants. Robert and his family moved to Portland Oregon in 2006 where Robert was the Director of Administration for the Portland Waldorf School, a private K-12 school bringing Waldorf education to 385 students and their parents. He oversaw all the aspects of the facilities and administrative functions, including HR policies, family relations, banking relations and the annual \$3 million budget. In 2016 Robert was hired as the Director of Administration for Folk-Time Inc. another 501(c)(3) organization where he lends his talents for the day to day operations and support of Folk-Time's mission.



**Description of providing similar services to public entities of similar size within the past five (5) years.**

FolkTime has a robust history of providing similar services and a wide array of services to community based and public entities across Oregon:

**1. Clackamas County:**

FolkTime has established long-standing relationships with Clackamas County, where we have been actively involved in both Social Programs and Clinical Programs. In Clinical Programs, our Peer Support Specialists are integrated into clinical settings, collaborating closely with clinical staff to provide holistic mental health support. In Social Programs, our Peer Support Specialists have played pivotal roles in fostering community integration and assisting individuals in their recovery journeys. This collaboration demonstrates FolkTime's versatility in adapting our services to meet the diverse needs of Clackamas County residents who access our supports.

**2. Unity Hospital:**

Unity Hospital has been a key partner in our mission to provide comprehensive mental health support. We have successfully implemented programs that involve placing Peer Support Specialists in the inpatient clinical setting at Unity Hospital. These Peer Support Specialists were instrumental in enhancing patient experience by offering peer-led support, empathetic listening, and shared experiences. Unity Hospital was able to take the relationship with FolkTime to build capacity and internal structure to support peers on their own from this relationship. This initiative reflects our commitment to bridging the gap between clinical care and lived experience, ultimately improving the overall quality of care provided to patients.

**3. CareOregon:**

Our partnership with CareOregon has allowed us to establish a social program in Northeast Portland staffed by dedicated Peer Support Specialists. Through the support and funding provided by CareOregon, we have been able to extend our reach and offer vital peer support services to a community in need. This collaboration underscores our ability to secure external funding sources and leverage them to create meaningful social programs that benefit the community.

**4. Washington County:**

FolkTime's recent role as the Peer Coordination contractor for Washington County is a testament to our expertise in supporting Peer Support Specialists and integrating their services across a county-wide spectrum. We work closely with Peer Support Specialists, organizations, clinics, and hospitals in Washington County to facilitate seamless integration into existing programs. This





initiative not only highlights our commitment to building a strong peer support network but also showcases our ability to collaborate on a large scale with public entities.

## 5. Oregon Health Authority:

FolkTime has actively supported the Oregon Health Authority (OHA) by providing expertise in the realm of peer support. We have engaged in extensive consulting and capacity-building efforts in collaboration with OHA to enhance the integration of peer support services within the broader healthcare landscape. Our involvement includes sharing best practices, participating in peer support policy development, and offering training and technical assistance to various healthcare entities. This partnership with the Oregon Health Authority underscores our commitment to advancing peer support as an essential component of the state's mental health initiatives and our dedication to sharing our knowledge to benefit the broader community. Our collaboration with OHA has allowed us to contribute meaningfully to the state's efforts to promote mental health and well-being.

In summary, FolkTime's history of providing consistent services to public entities within the past five years demonstrates our adaptability and commitment to addressing the diverse mental health needs of communities. Our successful partnerships and programs in Clackamas County, Unity Hospital, CareOregon, and Washington County reflect our dedication to promoting mental health recovery and well-being through peer support and integration into clinical and social settings.

### Description of the firm's ability to meet the requirements in Section 3.

FolkTime is well-positioned to meet the requirements of the grant outlined in the Scope of Work. Here's how they align with each requirement:

- **Promoting a Recovery-Oriented Support System:** FolkTime has a proven track record of promoting a recovery-oriented support system that emphasizes hope, choice, personal responsibility, and self-determination. We have a history of collaboration with CCHCD – Health staff and demonstrate our commitment to these principles through service delivery.
- **Collaboration and Quarterly Review:** FolkTime's leadership and supervisors are committed to regular meetings with Behavioral Health Operations manager/leadership for program review and continuous improvement, ensuring effective collaboration and program enhancement.
- **Peer Support Services at Multiple Sites:** FolkTime is equipped to provide Peer Support Services at various service sites within Clackamas County, including the Clackamas County Behavioral Health Center, Clackamas County Sandy Behavioral Health Center, and Clackamas County Treatment Court Services Center. Our ability to offer services at different locations demonstrates flexibility and adaptability, and as the current contracted provider we have demonstrated our ability to work alongside these multiple sites.
- **Staffing:** FolkTime will provide the required staffing, including six (6) 0.8-1.0 FTE Peer Support Specialists, one (1) 1.0 FTE Peer Delivered Services Supervisor, and one (1) part-time QMHP Clinical Supervisor. This staffing configuration aligns with OAR guidelines and ensures proper



supervision and support for Peer Support Specialists which is documented by the Clinical Supervisor, PDS Supervisor, and Executive Director.

- **Individual and Group Support:** FolkTime's Peer Support Specialists will offer individualized, person-centered life planning, and they will collaborate with treatment planning teams when requested by individuals. They also facilitate group activities, reflecting their commitment to supporting individuals in a holistic manner.
- **Access to Resources:** FolkTime will assist individuals in accessing 12-step programs, support groups, and community resources appropriate to their treatment focus, ensuring a comprehensive approach to recovery.
- **Problem Solving and Relationship Building:** FolkTime's Peer Support Specialists will assist and support individuals with problem-solving, community integration, and peer relationship development, addressing the diverse needs of their clients.
- **Holistic Approach:** FolkTime is committed to addressing not only mental health and substance use but also spiritual and physical health, as requested by individuals and in collaboration with treatment teams, aligning with a whole health approach.
- **Documentation and Compliance:** FolkTime will adhere to all CCHCD policies and procedures, including timeliness of documentation, encounter standards, and other requirements set by CCHCD departmental supervisors.
- **Collaboration with Service Teams:** FolkTime will actively collaborate with clinic service teams and other service providers, promoting communication and coordination for individual success.
- **Billing and Accountability:** FolkTime has the capacity to bill with accounting breakdowns of administrative fees and timecards, ensuring financial transparency and accountability.
- **Peer Requirements:** FolkTime's Peer Support Specialists meet the necessary qualifications, including completing a 40-hour Oregon-approved peer support training in Intentional Peer Support (IPS), adhering to all County policies and practices, utilizing electronic health records, providing both in-person and tele-health services, and complying with background checks and drug screenings.

FolkTime specializes in providing services using the international best practice of Intentional Peer Support (IPS). IPS certification represents a cornerstone of our commitment to providing high-quality peer support services. FolkTime has exclusive rights to deliver IPS training in Oregon. IPS goes beyond traditional training; it embodies a profound understanding of the principles and values essential for effective peer support. With IPS certification, our Peer Support Specialists demonstrate their dedication to promoting recovery-oriented support systems founded on principles like mutuality, shared learning, and empathy. This certification signifies our team's capacity to foster authentic connections, empower individuals to define their paths to recovery, and navigate complex challenges through a strengths-based approach. By upholding the IPS certification, we ensure that our peer support services adhere to the highest standards of ethical practice and uphold the values of hope, choice, personal responsibility, and self-determination that are integral to successful recovery journeys.



FolkTime's experience, commitment to best practices, and alignment with the grant requirements position them as a strong candidate to deliver effective peer support services in accordance with the grant's goals.

**Description of what distinguishes the firm from other firms performing a similar service.**

What truly sets FolkTime apart from other contractors engaged in similar work is our unique combination of experience, community engagement, and a deep commitment to person-centered care. With a legacy spanning 4 decades, we have not only honed our expertise but have also become an integral part of the communities we serve. Unlike other contractors, FolkTime has a proven track record of actively involving individuals in their own recovery journeys, fostering a sense of ownership and empowerment. As a peer-run, peer-driven organization we are committed to ensuring that those with lived experience are at the center of not only our work but our organizational structure. FolkTime's staff are all peers who identify as having lived experience with the mental health system. FolkTime's board is also representative of this commitment, with the board policies requiring at least 51% of board members identifying as having lived experience with the mental health system.

Moreover, our dedicated team understands that recovery is not a one-size-fits-all process. We prioritize individuality, tailoring our support to meet the distinct needs of each person we serve. This personalized approach sets us apart from contractors who may offer more standardized services.

In addition, our strong emphasis on continuous improvement ensures that we stay at the forefront of best practices in the field. We actively seek feedback, engage in reflective practice, and adapt our methods to meet evolving community needs. Our commitment to innovation and adaptability enables us to provide the highest quality of care and support.

Notably, FolkTime has the exclusive rights to the international best practice of Intentional Peer Support (IPS), an OHA recognized certification to become a Peer Support Specialist under the Traditional Health Workers Commission. IPS is the only training for Peer Support Specialists in Oregon that is recognized internationally and sets our employees apart from other training programs utilized by similar organizations. Holding the exclusive rights means our staff are not only trained in the foundational core of the curriculum, but also engage in deep dives and ongoing professional development and learning opportunities through our international network and expertise of on-staff trainers.

Ultimately, what distinguishes FolkTime is our unwavering dedication to promoting recovery, fostering meaningful connections, and enhancing the well-being of individuals in our communities. Our long-standing history, community integration, and commitment to individualized, person-centered care make us a trusted and invaluable partner in delivering peer support services.

**Scope of Work**



## **1) How are peer support specialists supported to work within a larger treatment team of primarily clinical staff?**

Peer Support Specialists at FolkTime are provided with comprehensive support and integration strategies to work effectively within a larger treatment team primarily composed of clinical staff.

- **Group Co-Reflection Sessions:** In addition to individual supervision, Peer Support Specialists come together for a weekly group Co-Reflection session, a requirement of our Intentional Peer Support curriculum and culture, which lasts for one hour. This is led by FolkTime’s QMHP and Supervisors collaboratively, with the support of FolkTime’s Director of Equity and Innovation and Executive Director. These sessions are designed to promote collaboration and mutual learning among Peer Support Specialists. During Co-Reflection, team members share experiences, discuss cases, and explore ways to integrate peer support principles with clinical practices, through the lens of Intentional Peer Support and the Oregon core competencies of Peer Support Specialists. This regular forum not only facilitates open communication but also strengthens the cohesion of the larger treatment team. It allows for the exchange of diverse perspectives and strategies, enriching the overall quality of care provided to clients.
- **Weekly Individual Supervision:** One key pillar of our support structure for Peer Support Specialists is the provision of weekly individual supervision time. During these sessions, Peer Support Specialists have dedicated one-on-one meetings with the supervisor who understands the dynamics of working within a clinical team.

These supervision sessions serve as a space for Peer Support Specialists to discuss their caseloads, challenges, and successes. It's an opportunity for them to receive guidance, feedback, and mentorship tailored to their unique roles and responsibilities. This individualized support helps Peer Support Specialists feel heard and valued within the larger team, fostering collaboration and a sense of belonging. The supervisor and our QMHP are also available for more frequent needs of Peer Support Specialists.

- **Professional Development:** FolkTime is committed to the ongoing professional development of all team members, including Peer Support Specialists. We provide access to relevant training and educational opportunities that empower Peer Support Specialists to expand their knowledge and skills. This not only helps them contribute more effectively to the larger treatment team but also demonstrates our commitment to their growth and success.
- **Participation in Monthly Clinical Peer Review with County Providers:** The QMHP on our team joins the monthly “Peer Review” meeting with the county. That is a regularly scheduled multiple disciplinary team meeting. Our peer representative offers a peer perspective on the cases being presented. Our peer supports routinely meet with and communicate with the clinicians, case managers and clinical supervisors about our joint participants. We maintain open communication and availability for these interactions by being accessible in-person, via email, and by phone.



By offering this multifaceted support structure, FolkTime ensures that Peer Support Specialists can thrive within a clinical context, contributing their unique perspective and expertise to the larger treatment team. This collaborative approach benefits not only the Peer Support Specialists but also the clients we serve, as it promotes a holistic and inclusive approach to mental health treatment and recovery.

## **2) How do you manage complaints toward peer support specialists?**

Managing complaints toward Peer Support Specialists at FolkTime within the Clackamas Health Center is a vital aspect of our commitment to providing the highest quality of care and support to our clients. We take all complaints seriously and have established a comprehensive process to address and resolve them effectively. Our approach includes the following steps:

### **A. Complaint Reporting:**

- Clients, their families, or other staff members are encouraged to report complaints promptly. We have multiple channels for reporting complaints, including in-person, over the phone, via email with the supervisor, Director of Administration, and Executive Director available to receive complaints. For matters related to diversity, equity, and inclusion, our Director of Equity and Innovation is available to process those complaints.

### **B. Initial Assessment:**

- Upon receiving a complaint, it is reviewed by our designated manager or a qualified supervisor. The initial assessment aims to determine the nature and severity of the complaint. The complaint is provided to both County Health Centers and FolkTime management to ensure compliance and integrity.

### **C. Documentation:**

- All complaints, whether verbal or written, are documented in detail. This documentation includes the date, time, location, individuals involved, and a thorough description of the issue.

### **D. Confidentiality:**

- We maintain strict confidentiality throughout the complaint management process to protect the privacy and well-being of all parties involved.

### **E. Communication:**

- We believe in open and transparent communication. Clients or their representatives who file complaints are informed about the steps we are taking to address their concerns. We acknowledge their feedback and emphasize our commitment to resolving the issue.



**F. Investigation:**

- An investigation is initiated based on the initial assessment. This investigation may involve interviews with the individuals involved, witnesses, and a review of relevant documentation. The purpose of the investigation is to gather all relevant information to make an informed decision. FolkTime would work with the County Health Centers management collaboratively.
- FolkTime is open to discussing with the County Health Center about the establishment of an independent investigator who is contracted to be impartial in investigations.

**G. Resolution and Action Plan:**

- Based on the findings of the investigation, we develop an action plan for resolving the complaint. The plan may involve corrective actions, additional training, or other measures to prevent similar issues in the future.

**H. Follow-Up:**

- We conduct follow-up with the complainant to ensure their satisfaction with the resolution. If the complainant remains dissatisfied, we will continue to work toward a solution.

**I. Continuous Improvement:**

- We view complaints as an opportunity for improvement. All complaints are analyzed at the organizational level to identify recurring issues or systemic concerns. We use this feedback to enhance our training, policies, and procedures continually. FolkTime will also work with County Health Center management to address any gaps or issues with the process.

**J. Compliance and Regulatory Reporting:**

- In the event a complaint raises concerns about compliance with laws or regulations, we will follow the appropriate reporting processes in accordance with applicable laws and regulations.

Our commitment to effectively managing complaints is in line with our mission to provide the highest standard of peer support services. We understand that addressing complaints not only benefits the individuals involved but also helps us maintain the trust and confidence of our clients and the community we serve.

**3) What are your strategies for recruitment and retention of peer support specialists?**



Our strategies for recruitment and retention of peer support specialists have evolved significantly over the past 6-12 months, particularly in response to challenges we've faced with recruitment in the past. Notably, FolkTime has identified the critical issue of competitive wages that directly impact our ability to attract and retain talented peer support specialists. This concern was uncovered through a comprehensive wage study, which we initiated and shared with Clackamas County Health Center leadership.

#### **Recruitment Strategies:**

- **Competitive Wages:** As mentioned, one of the most crucial aspects of our recruitment strategy is addressing wage disparities. We've identified that offering competitive compensation packages for peer support specialists is essential to attracting top talent. The wage evaluation we conducted provided valuable insights into how we can adjust our salary structure to remain competitive in the job market.
- **Career Development Opportunities:** FolkTime is committed to providing opportunities for professional growth. We offer training and educational programs that empower peer support specialists to enhance their skills and advance in their careers within our organization.
- **Community Engagement:** We actively engage with the mental health community and organizations to create a network of potential candidates. FolkTime's Training and Technical Assistance Center offers a unique privilege to engage with peers across the state who we are certifying as Peer Support Specialists. Leveraging these connections will prove vital to recruiting top talent to open positions. Collaborative efforts, such as attending job fairs, partnering with local mental health agencies, and participating in outreach programs, enable us to expand our recruitment reach as well.
- **Strategic Online Job Posting:** FolkTime strategically posts job openings on our website and popular job search platforms like Indeed. Our website, in particular, enjoys high traffic from Peer Support Specialists across the state, thanks to our Training and Technical Assistance Center. As a leading certifying body for Peer Support Specialists, our website attracts individuals who are not only seeking job opportunities but also looking to join an organization that values their expertise and offers growth potential within the field. This online presence ensures that our job listings reach a wide and relevant audience, further enhancing our recruitment efforts.

#### **Retention Strategies:**

- **Competitive Compensation:** In addition to recruitment, addressing wage disparities is integral to retaining our Peer Support Specialists. By implementing the findings of the wage study in our budget proposal, we aim to ensure that our staff is compensated fairly for their valuable contributions.
- **Supportive Work Environment:** We foster a supportive and inclusive work environment that promotes employee well-being. This includes providing access to mental health resources, support groups, and a workplace culture that values and respects the experiences of our peer support specialists. With FolkTime's new Director of Equity and Innovation and commitment to

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diversity, equity, and inclusion we are seeking to continue pushing ourselves to create a work environment that is supportive, welcoming, and an enjoyable company to work for.

- **Professional Development:** Our commitment to professional development extends to retention efforts. We provide ongoing training, supervision, and opportunities for career advancement to keep our peer support specialists engaged and motivated.
- **Peer Support Networks:** We recognize the importance of peer support among our own staff. Creating opportunities for Peer Support Specialists to connect with and learn from each other is a key component of our retention strategy. This is seen in our weekly co-reflections which provide a space for mutual support and ensuring we are operating at the highest possible levels for our peers.
- **Feedback and Evaluation:** We regularly seek feedback from our Peer Support Specialists to understand their needs, concerns, and suggestions for improvement. This feedback loop allows us to make necessary adjustments to our work environment and policies to enhance retention.

In conclusion, FolkTime acknowledges the historical challenges we've faced with recruitment, especially in the context of wage disparities. Our commitment to addressing this issue is reflected in the budget proposal, where we aim to rectify wage discrepancies. Our recruitment and retention strategies are designed to create a nurturing and equitable work environment for our peer support specialists, ensuring they are not only attracted to our organization but also motivated to stay and thrive in their roles.

#### **4) Describe your philosophy and approach to mental health recovery.**

At FolkTime, our philosophy and approach to mental health recovery are deeply rooted in the principles of Intentional Peer Support (IPS). IPS is a collaborative and transformative model that emphasizes the significance of relationships and peer support in the recovery process.

1. **Peer Support as Foundation:** In our approach, peer support is at the core of mental health recovery. We believe that individuals who have experienced similar challenges are uniquely positioned to provide understanding, empathy, and practical guidance to one another. Our Peer Support Specialists are individuals with lived experience who have undergone extensive training to provide support that is non-hierarchical, and strength based.
2. **Reciprocity and Connection:** We emphasize the importance of reciprocity in peer support relationships. Recovery is a two-way street where both the peer supporter and the individual seeking support benefit from the connection. By fostering genuine, empathetic connections, we create an environment where individuals can safely share their experiences and collaborate on their recovery journey.
3. **Self-Empowerment and Self-Determination:** We strongly believe that individuals are the experts in their own lives. Our approach is guided by the principle of self-determination, where individuals are encouraged to set their own goals and make decisions about their recovery. Peer Support Specialists facilitate this process by providing information, resources, and emotional support.
4. **Holistic Well-being:** Mental health recovery is not solely about symptom management. We take a holistic approach that considers the whole person, recognizing the interconnectedness of mental,





emotional, physical, and social well-being. Our programs and services encompass a range of activities and interventions that address these aspects of well-being.

5. Inclusivity and Cultural Sensitivity: FolkTime is committed to inclusivity and cultural sensitivity. We recognize that individuals' experiences and needs vary across cultures, backgrounds, and identities. Our approach is adaptable and respectful of these differences, ensuring that support is tailored to the unique needs of each individual. FolkTime's commitment to diversity, equity and inclusion is at the core of our work including our policy and establishment of a Director of Equity and Inclusion to ensure that our services and trainings to our community are meeting everyone where they are at. FolkTime's policy is attached to this proposal.
6. Community Integration: We actively promote community integration as a key component of mental health recovery. Our programs facilitate social connections and provide opportunities for individuals to engage in meaningful activities, fostering a sense of belonging and purpose.

In summary, our philosophy and approach to mental health recovery at FolkTime are founded on Intentional Peer Support principles, emphasizing peer relationships, reciprocity, self-empowerment, holistic well-being, inclusivity, and community integration. We are dedicated to supporting individuals on their path to recovery, respecting their autonomy and uniqueness while fostering a sense of connection and belonging within our community.

## **Fees**

In light of an ever-changing post-pandemic landscape, FolkTime is committed to ensuring the highest quality of care for individuals in the Clackamas Health Center programs. As part of our ongoing dedication to improving mental health support services in our community, we are submitting a budget proposal for an increased contract, relative to contract currently in effect, to reflect the impact of inflation and the volatile employment compensation environment. This proposal seeks to address the need for competitive compensation for our Peer Support Specialists and supervisors, which have been affected by the unique challenges posed by the post-pandemic employment landscape.

FolkTime, in collaboration with the Clackamas Health Center, has been successfully providing peer support services to individuals facing mental health challenges in our community. Our Peer Support Specialists and supervisor are integral in providing compassionate, empathetic, and effective support to those who need it most.

## **Rationale for Budget Increase:**

The proposed increase in the contract value is primarily driven by two factors: inflation and the volatile employment compensation landscape. When we first submitted our request for proposal (RFP) for the contract in effect, the labor market conditions were different. At that time, Peer Support Specialists were compensated at a rate of \$17.50 per hour, while supervisors were paid \$19.00 per hour. At the time of that RFP submission, this was within range of historical compensation

### **1. Inflation:**



In the years since our initial contract, the economy has experienced inflation, which has had a direct impact on the cost of living and employee compensation. To maintain a competitive workforce and ensure our Peer Support Specialists can maintain a decent quality of life, it is imperative that we adjust their wages to account for the increased cost of living. We propose an hourly rate increase that aligns with local economic conditions, inflation rates and competitive wage analysis.

**2. Volatile Employment Compensation:** The post-pandemic employment environment has been marked by significant fluctuations and uncertainties. Many sectors, including those employing peer support workers, have experienced wage disparities and increased competition for labor. This has made it challenging for us to attract and retain highly qualified and dedicated professionals that our program relies on.

To address these challenges, we have conducted a comprehensive wage study of other organizations that employ peers. This study, which is attached for reference, demonstrates the current compensation landscape within our field and provides a benchmark for competitive wages. The findings of this study underscore the necessity of adjusting our compensation rates to remain competitive and ensure a stable workforce.

**Budget Proposal: Please see Attached FT Budget Proposal document for budget breakdown**

**Compensation Adjustment:**

To maintain the excellence and stability of our workforce, we propose the following compensation adjustments:

- Peer Support Specialists: \$23.50 for all PSS. Range: \$22.00- \$25.00 per hour (dependent on experience)
- Supervisor: \$59,000 for current Supervisor. Range: \$55,000- \$63,000 a year (dependent on experience)
- Clinical Peer Liaison: \$35/hour (12 hours/month)

These new rates reflect the current economic conditions and the competitive landscape within our field, and they will help us retain and attract the highest caliber professionals.

**5) References**

In the pursuit of excellence and continuous improvement in our approach to mental health recovery and peer support, FolkTime has drawn upon a list of resources and collaborations. These references reflect FolkTime’s work in the peer support sector across the state of Oregon including contracted services to provide peer support services and working with organizations to build peer capacity. Clackamas County Represents most of FolkTime’s work in the clinical peer space, but we have worked around the state with other government and community-based organizations in the realm of peer support.

Washington County- Corey Pursel, Adult System Development and Investments Senior Program Coordinator, 5240 NE Elam Young Pkwy STE 150 MS 70 Hillsboro, OR 97124-3072, 503-846-4575 [corey\\_pursel@washingtoncountyor.gov](mailto:corey_pursel@washingtoncountyor.gov)



CareOregon- Leslie Ford, Housing Strategy and Development Advisor, 503-416-5909, [fordl@careoregon.org](mailto:fordl@careoregon.org)

Going Home 2: James Demry, Operations Manager, 1523 NE 6<sup>th</sup> Ave., Portland, OR, 971-420-8207, [jdemry@goinghome2.org](mailto:jdemry@goinghome2.org)

Intentional Peer Support International (based in the United Kingdom): Lisa Archibald, Director, [lisa.a@intentionalpeersupport.org](mailto:lisa.a@intentionalpeersupport.org)

Black Rural Network- LaNicia Duke, CEO, 503-898-8929, [lduke@blackruralnetwork.org](mailto:lduke@blackruralnetwork.org)

## **Attachments:**

### **Attachment A:**

#### **Folk-Time Diversity, Equity, and Inclusion Policy**

##### A) Organizational Values

Folk-Time is dedicated to promoting diversity, equity, and inclusion throughout the organization. We believe that equal employment opportunities and the inclusion of individuals from a wide range of diverse backgrounds are essential for the quality of our work and the growth of our organization. We strive to attract and include highly qualified employees who can understand and relate to the diverse backgrounds of the individuals and communities we serve.

##### B) Recruitment and Hiring

Folk-Time recognizes the importance of diverse perspectives and fosters an equitable and inclusive culture. In our recruitment process, we actively seek out candidates with different backgrounds and experiences. We go beyond traditional channels and implement the following practices to ensure a diverse applicant pool:

1. We inform both internal and external recruiters that we are seeking a diverse applicant pool. Our job advertisements explicitly state that individuals from BIPOC communities and the LGBTQ+ community are strongly encouraged to apply.
2. We set a target of having at least 30% of the applicant pool come from diverse backgrounds that are currently underrepresented. If this objective is not met during the initial round of applications, we make a more focused effort to achieve this percentage. The DEI committee will review annually underrepresented identities.
3. We include diverse interviewers on our interview panels to ensure a variety of perspectives in the evaluation process.
4. We provide interviewers with training to mitigate implicit bias and ensure sensitivity and awareness of Folk-Time's goals regarding diversity, equity, and inclusion. We also incorporate references to our diversity policies in the materials used to advertise the position.
5. We refrain from considering salary history when screening candidates or determining starting salary offers.



### C) Retention and Workplace Inclusiveness

1. **Creating a Culture of Equity and Inclusivity** FolkTime acknowledges that building an equitable, inclusive, and diverse workplace requires ongoing efforts. To facilitate staff retention, we implement the following measures:
  - a. We conduct regular, mandatory semi-annual implicit bias, bias interrupter, and workplace inclusiveness trainings for all staff members.
  - b. We actively encourage the well-being and mindfulness of staff members whose experiences may require individualized support. We provide reasonable accommodations as needed.
2. **Inclusion and Belonging Guiding Principles** We firmly believe that investing in an inclusive culture attracts the best talent and leads to more innovative solutions for the communities we serve. The following guiding principles reflect who we are:
  - a. We value and welcome employees in an inclusive work environment where they feel valued, respected, and heard.
  - b. We commit to providing a safe work environment for all employees.
  - c. We recognize that diversity brings strength to our organization.
  - d. We ensure equal opportunities for all employees, free from discrimination.
  - e. We prioritize hiring and promoting the most qualified candidates.
  - f. We foster employee development at all levels of the organization.
  - g. We acknowledge the power of belonging as an integral component of achieving diversity, inclusion, and organizational success.
3. **Commitment to Continued Progress on Diversity and Inclusion Matters**
  - a. We foster open and respectful workplaces that encourage complex and sometimes difficult conversations about diversity and inclusion. We create and maintain environments, platforms, and forums where employees feel comfortable reaching out to their colleagues to gain awareness of different experiences and perspectives. By encouraging ongoing dialogue and not tolerating incongruence with our values of openness, we build trust, compassion, and reinforce our commitment to an inclusive culture.
  - b. We commit to implementing and expanding unconscious bias education. Recognizing that we all have unconscious biases, we provide education and resources to help employees recognize, acknowledge, and minimize any potential blind spots. By facilitating self-reflection, we aim to foster more open and honest conversations.
  - c. We develop and share strategic inclusion and diversity plans with our board of directors. We collaborate with our board to create, evaluate, and prioritize concrete action plans that drive accountability in achieving diversity and inclusion. d) We create a workplace environment that embraces diversity by:
    - i. Providing ongoing training to staff on exhibiting and encouraging behavior aligned with our values of civility and respect.
    - ii. Establishing and promoting workplace culture expectations that all employees and visitors are aware of and committed to following.

# FolkTime

- iii. Empowering employees to take responsibility for their actions and positively influence the behavior and civility of their colleagues.
- iv. Sharing and implementing methods to create a culture of accountability and respect regarding diversity and inclusivity issues.

## D) Compensation

- a. We actively collect pay data by race/ethnicity, gender, and other factors to prevent pay discrimination and inequity within Folk-Time.
- b. We strive to create an environment that encourages open conversations about compensation among employees and between employees and organizational management/leadership, destigmatizing such discussions.
- c. We do not consider salary history when screening candidates or determining starting salary offers.
- d. We ensure transparency by making information about starting pay, promotions, bonuses, and other forms of monetary compensation publicly accessible and widely available to our employees.

## E) Accountability

- a. We have an active and engaged DEI committee who reviews policy, procedure, and reviews whether this policy is being followed
- b. We designate a senior staff member to serve as liaison and point of contact to advocate, review concerns, and make recommendations for changes for FolkTime practices, procedures, and other policies are in line with this policy.
- c. We recognize that this is an ongoing process to be built upon. We will use the assessment matrix to assess our work on an annual basis.

**PROPOSAL CERTIFICATION**

**RFP #2023-67**

Submitted by: Folk-Time Inc.  
(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: Peter Starkey Date: 9/28/23  
Signature: [Signature] Title: Executive Director  
Email: pstarkey@folktime.org Telephone: 503-238-6428  
Oregon Business Registry Number: 527094-83 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: \_\_\_\_\_

Stewart RFP2024  
Budget Proposal

4 yrs by yearly total

Assumes 5% COLA on personnel pay for yrs 2,3 and 4

Assume 2% increase for misc Petty Cash items, ie Field Trips/Supplies/Meeting

	Year 1 03/01/24-06/30/24	Year 2 07/01/24-06/30/25	Year 3 07/01/25-06/30/26	Year 4 07/01/26-06/30/27	Grand Totals
50000 · Personnel	\$ 153,444	\$ 473,037	\$ 485,362	\$ 507,826	\$ 1,619,669
51000 · Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -
5175 · Training	\$ 6,000	\$ 11,200	\$ 11,200	\$ 11,200	\$ 39,600
5200 · Office Rent	\$ -	\$ -	\$ -	\$ -	\$ -
5250 · Utilities	\$ -	\$ -	\$ -	\$ -	\$ -
5300 · Printing	\$ -	\$ -	\$ -	\$ -	\$ -
5400 · Supplies	\$ 240	\$ 720	\$ 734	\$ 749	\$ 2,443
5410 · Program Food	\$ -	\$ -	\$ -	\$ -	\$ -
5430 · Field trips	\$ 480	\$ 1,469	\$ 1,498	\$ 1,528	\$ 4,975
5500 · Phone & internet	\$ 1,120	\$ 3,360	\$ 3,360	\$ 3,360	\$ 11,200
5550 · Technology	\$ -	\$ -	\$ -	\$ -	\$ -
5600 · Postage	\$ -	\$ -	\$ -	\$ -	\$ -
5750 · Equip lease, repair & maint	\$ -	\$ -	\$ -	\$ -	\$ -
5800 · Insurance, liab & prop	\$ -	\$ -	\$ -	\$ -	\$ -
5900 · Meeting Expense	\$ 1,680	\$ 5,040	\$ 5,141	\$ 5,244	\$ 17,104
6000 · Travel	\$ 6,860	\$ 20,580	\$ 20,580	\$ 20,580	\$ 68,600
6100 · Licenses & Fees	\$ -	\$ -	\$ -	\$ -	\$ -
6200 · Dues, subscripts, publicationa	\$ -	\$ -	\$ -	\$ -	\$ -
6350 · CreditCard Interest	\$ -	\$ -	\$ -	\$ -	\$ -
6400 · Advertising	\$ -	\$ -	\$ -	\$ -	\$ -
6450 · Outreach	\$ -	\$ -	\$ -	\$ -	\$ -
6700 · Staff & volunteer appreciation	\$ -	\$ -	\$ -	\$ -	\$ -
6900 · Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -
7000 · Facility rent	\$ -	\$ -	\$ -	\$ -	\$ -
Total Direct Costs	\$ 169,824	\$ 515,406	\$ 527,875	\$ 550,486	\$ 1,763,592
					\$ -
8900 · Admininstrative Expenses - INDIRECT COS	\$ 18,854	\$ 56,557	\$ 59,385	\$ 62,354	\$ 197,150
					\$ -
Admin Fee on DIRECT COSTS ONLY	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -
Grand Totals	\$ 188,678	\$ 571,963	\$ 587,260	\$ 612,840	\$ 1,960,742

EXHIBIT C  
QSOBAA



# QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

Contract # 8824

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

## RECITALS

**Whereas**, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;  
**Whereas**, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);  
**Whereas**, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;  
**Whereas**, the Parties agree to establish safeguards for the protection of such information;  
**Whereas**, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;  
**Now, Therefore**, the parties hereby agree as follows:

## SECTION I – DEFINITIONS

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

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

## **SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

The Business Associate agrees to the following:

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

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

Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;

- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
- 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

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

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

whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

#### **SECTION IV – NOTICE OF PRIVACY PRACTICES**

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

#### **SECTION V – BREACH NOTIFICATION REQUIREMENTS**

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

5.3. Covered Entity may, in its sole discretion, require Business Associate to provide the notice of Breach to any individual or entity required by applicable law to receive such notice.

## SECTION VI – TERM AND TERMINATION

6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

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

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

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

6.3 **Effect of Termination.**

a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.

b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

**SECTION VII – GENERAL PROVISIONS**

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

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

**Business Associate**  
*Folk-Time, Inc.*

**Covered Entity**  
*Clackamas County*

By: \_\_\_\_\_  
Signature Authority

By: \_\_\_\_\_  
Chair

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_