

MEMORANDUM OF UNDERSTANDING (MOU)

[INSERT NAME] BEHAVIORAL HEALTH RESOURCE NETWORK (“the BHRN”)

This Memorandum of Understanding (MOU) is made by and between the following signatories of this MOU (later referred to as “signatories”) in establishing the BHRN:

1. [Entity Name]
2. [Entity Name]
3. [Add more lines as needed]

RECITALS

1. The signatories have been awarded funding under Ballot Measure 110 (2020), SB 755 (2021), and the rules developed under Oregon Administrative Rule (OAR) 944 Division 001.
2. The signatories to this MOU wish to meaningfully engage with other signatories to serve people in [list county service area of BHRN] county(ies) and to support the implementation of Ballot Measure 110 (2020), SB 755 (2021), and OAR 944 Division 001. The signatories enter this MOU to memorialize their understanding of the strategic partnership to accomplish this.

AGREEMENT

Signatories agree:

1. **PURPOSE.** This MOU memorializes the signatories’ framework for engaging in the required activities described in Ballot Measure 110 (2020), SB 755 (2021), OAR 944 Division 001, and their respective funding agreements with the State of Oregon, Oregon Health Authority (“OHA”). It provides the framework under which the signatories will coordinate services to collectively provide all required services as a BHRN.
2. **AUTHORITY.** Each signatory to this MOU represents it is duly authorized to participate in the activities described in this MOU under all applicable local, state, and federal laws, rules, policies, and executive actions. Each signatory further represents as follows:
 - 2.1. No signatory is an agent or representative of any other. No signatory has the right or authority to incur or create any obligation for or bind any other signatory in any way. This MOU does not grant any signatory authority to make any statements, representations, or commitments of any kind, or take any action binding on OHA or any other signatory.
 - 2.2. Each signatory is responsible for verifying and has verified that its participation in the activities described in this MOU does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and that its participation does not and will not result in the breach of, or constitute a default or require any consent under, any other agreement or instrument to which it is party or by which it may be bound or affected.
3. **EFFECTIVE DATE AND DURATION; SIGNATORIES.** This MOU is effective when two or more signatories has each executed this MOU. This MOU remains in effect, subject to at least one review per year by all signatories, until all signatories have withdrawn. A signatory may withdraw from the MOU on written notice to OHA and other then-current signatories. Additional signatories may be added to the MOU upon award of grant to other entities and consent of other then-current signatories.
4. **RESPONSIBILITIES.** While each signatory anticipates it will be able to participate as described in this MOU, it is not responsible or liable to any other signatory for any gaps in its participation under this MOU.

Signatories acknowledge that there may be consequences under their respective funding agreements with OHA/OAC for failure to comply with those funding agreements, or failure to refer between or collaborate with other signatories or recipients of OAC funds, including but not limited to failure to comply with this MOU.

4.1. Each signatory will:

- 4.1.1. Establish and maintain a funding agreement with OHA for funds under Ballot Measure 110 (2020), SB 755 (2021), and OAR 944 Division 001.
- 4.1.2. Comply with laws, rules, and policies applicable to its security practices and sharing of information about its practices, and disclosure of confidential information (including information protected by law) and information that is otherwise held as sensitive.
- 4.1.3. Protect confidential and sensitive information it receives from any other signatory in accordance with applicable law, rule, and policy, and hold all information not verified or received as public information with the presumption that it is confidential or otherwise sensitive.
- 4.1.4. Not disclose to other signatories confidential or sensitive information received from a third party without the express consent of the owner or subject of the information, unless permitted or required by law.
- 4.1.5. Meet at least once every [redacted] months, to review how each signatory is working with the other signatories, identify best practices and opportunities for development, and discuss strategies to effectively serve persons with substance use issues and disorders within the counties to be served.
- 4.1.6. Notify other signatories if it is unable or unwilling to meaningfully participate in the activities described in this MOU.
- 4.1.7. Operate in a manner that honors tribal sovereignty and self-determination.

4.2. **Required roles.** The following shall be responsible for each required component of this BHRN (OAR 944-001-0020(3)), and signatories shall seek to refer clients to other signatory entities as appropriate:

- 4.2.1. [Name of signatory/ies] provide(s) screening by Addiction Peer Support Specialist, Certified Recovery Mentor, Addiction Peer Wellness Specialist, or other addiction professional 24 hours a day, seven days a week, every calendar day of the year to each individual immediately upon first contact. [Describe how coverage will be allocated among multiple signatories.]
- 4.2.2. [Name of signatory/ies] provide(s) comprehensive behavioral health needs assessment, including a substance use disorder assessment by a certified alcohol and drug counselor or other credentialed addiction treatment professional within 24 hours of an individual's request for assessment. [Describe how coverage will be allocated among multiple signatories.]
- 4.2.3. [Describe which signatory/ies] provide(s) peer-delivered outreach, supports, mentoring, and recovery services. Describe how these will be allocated among signatories.]
- 4.2.4. [Describe which signatory/ies] provide(s) harm reduction services, information, and education. Describe services and how these will be allocated among signatories.]
- 4.2.5. [Describe which signatory/ies] provide(s) low-barrier substance use disorder treatment and addiction recovery services as described in OAR 944-001-0020(3)(e). Describe the services and how these will be allocated among signatories.]

- 4.2.6. [Describe which signatory/ies provide(s) flexible and low barrier housing for individuals who use substances that cause harm or have a substance use disorder. Describe how signatories will allocate responsibilities to serve populations at all points on the substance use continuum, including gender affirming housing options including responsive housing and shelter options for those who are transgender, gender-nonconforming, and intersex, and family housing options.]
- 4.2.7. [Describe which signatory/ies provide(s) rental assistance: Project-based vouchers, tenant-based vouchers, rapid-rehousing and eviction prevention, assistance for fair market rate and privately held housing, assistance attached to a development, assistance attached to wrap around services or assistance paid directly to individuals, any other types of rental assistance; rental assistance for single family and multifamily housing development, barrier busting assistance, including deposit funds, repairs, and landlord incentives, and mobile units, camping equipment, and campsites; assessing supports needed to maintain housing or remediation steps for those experiencing relapse in abstinence-only living environments.]
- 4.2.8. [Describe how the signatories will maintain a list of current partnerships and clear referral pathways to the following services: Employment, training and education; family counseling, parenting support and childcare; youth services; state and federal public benefits; assistance to address food insecurity; coordination with other local, county, and state agencies as appropriate, such as social services, child welfare, or corrections; referral and coordination with agencies providing services to those who have experienced physical abuse, sexual abuse, or other types of domestic violence; and primary care services, including primary pediatric care and immunizations for children of those seeking care.]
- 4.2.9. [Describe which signatories will provide expungement services or referrals to expungement services to facilitate housing, employment, and receipt of other recovery services.]
- 4.2.10. [Describe how signatories will provide supported employment services.]
- 4.2.11. [Describe how the signatories will assess the need for, and provision of, mobile or virtual outreach services in accordance with ORS 430.389(2)(d)(E).]
- 4.2.12. [List other services that are funded through Measure 110/SB 755, and describe how the signatory provides those in its role in the BHRN.]
- 4.3. **Workflow.** Signatories share the goal of ensuring uninterrupted and seamless service delivery, and adopt the following processes to accomplish that goal: [Describe here.]
- 4.4. **Referrals.** Each signatory acknowledges that tightly linked referral pathways are necessary, and shall implement the following methods for transitioning and referring clients between signatory entities:
- 4.4.1.1. Obtain valid consent from clients prior to sharing their information with other signatories or providers, whenever required by law.
- 4.4.1.2. [Describe referral and transition method(s).]
- 4.5. **Minimum staffing.** To meet the minimum staffing required under OAR 944-001-0020(4),
- 4.5.1. [Name of signatory/ies] shall maintain a certified alcohol and drug counselor or other credentialed addiction treatment professional on their staff;
- 4.5.2. [Name of signatory/ies] shall maintain a case manager on their staff;
- 4.5.3. [Name of signatory/ies] shall maintain a Certified Addiction Peer Support or Peer Wellness Specialist or certified recovery mentors on their staff; and

4.5.4. [Name of signatory/ies] shall maintain an Addiction Peer Support and Addiction Peer Wellness Specialist Supervisor or Peer Delivered Services Supervisor on their staff.

4.6. **Service capacity monitoring.** [Describe signatory/ies roles in monitoring service capacity.]

4.7. **Verification.** [Describe how signatory/ies shall allocate responsibilities for obtaining consent and sending verification of completion of screenings.]

4.8. **Communications.**

4.8.1. [Describe how signatories shall address media or public inquiries addressed to the BHRN or affecting other signatories, and who may speak on behalf of the BHRN].

4.8.2. Each signatory shall designate in writing to all other signatories and to OHA an authorized representative who will be the primary point of contact and will coordinate and communicate with other signatories. The primary point of contact may delegate coordination and communication in writing. A signatory may change its authorized representative by written notice to other then-current signatories and OHA.

4.9. **Reporting.** [Describe how signatory/ies shall allocate responsibility for reporting obligations.]

5. **CHANGES TO THIS MOU.** Signatories may agree from time to time to change this MOU. Any change must be agreed upon in writing by all then-current signatories, with a copy to be sent to OHA.
6. **INTENDED BENEFICIARIES.** Signatories who have executed this MOU are the only parties to this MOU. Nothing in this MOU provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to any third party, including any natural person or group of persons.
7. **NO OBLIGATION AND NO TRANSFER OF RIGHTS.** This MOU is not an obligation or commitment of funds for a basis of transfer of funds. This MOU does not create any contractual obligation or commitment by any signatory or other person. This MOU does not create, transfer, or grant any rights in data, works of authorship, or other intellectual property.
8. **COSTS AND EXPENDITURES.** Each signatory's expenditures in support of the activities described in this MOU are subject to its respective budget processes and approvals.
9. **DISPUTE RESOLUTION.** Disagreements between two or more signatories arising under or relating to this MOU will be resolved by consultation between them, and as necessary referral of the dispute to appropriate management officials of the signatories. If the dispute is unable to be resolved, which may include a change to this MOU, a signatory may withdraw its participation in accordance with this MOU. Signatories acknowledge that failure to maintain an MOU with other participants in the BHRN may have consequences under OAR 944 Div 001 or their agreement(s) with the state of Oregon.
10. **COUNTERPARTS.** This MOU may be executed in several counterparts, all of which when taken together constitute one document, notwithstanding that each signatory has not signed the same counterpart. Each copy of the MOU so executed constitutes an original. An electronic signature is deemed to be an original signature.
11. **SIGNATURES.** Each signatory represents that the individual signing below on its behalf is authorized to act on its behalf, and the individual named below as the signatory's point of contact is authorized to act on behalf of signatory as described in this MOU.

Name of Signatory 1:

Signature & Date

Printed Name and Title

Point of Contact:

Printed Name and Title

Mailing Address

Physical Address

Telephone

Fax

Email

Name of Signatory 2:

Signature & Date

Printed Name and Title

Point of Contact:

Printed Name and Title

Mailing Address

Physical Address

Telephone

Fax

Email

[Insert additional signatory lines as needed]

Sample Template
Not all elements are required