



REQUEST FOR PROGRAMMATIC QUALIFICATIONS

RFPQ No: 400003088

RFPQ Title: Alcohol and Drug (A/D) Services

Initial Issue Date: December 5, 2014

Proposals Due: January 26, 2015

Not Later Than 4:00 PM

**LATE PROPOSALS SHALL NOT BE
CONSIDERED**

Refer Questions to:

Kelly Wilhelm, Senior Procurement Analyst

Phone: 503 988-3426

Email: kelly.wilhelm@multco.us

Submit Proposals to:

Multnomah County Purchasing

501 SE Hawthorne Blvd, Suite 125

Portland, OR 97214

Pre-Proposal Conference: Two pre-proposal conferences for this Solicitation are scheduled:

Thursday December 11, 2014 at 3:00 pm in Room 315

-and-

Friday December 12, 2014 at 10:00 am in Room 126

Both located at 501 SE Hawthorne Blvd, Portland OR 97214

Attendance is optional but strongly encouraged. Both meetings will cover the same information. The reason for two conferences is to provide alternate scheduling for proposers' convenience.

This RFPQ is issued under the provisions of the Oregon Revised Statutes Chapter 279 and Multnomah County PUR-1 public contracting rules. All proposers are charged with presumptive knowledge of the cited authorities. Submission of a valid executed proposal by any proposer shall constitute admission of such knowledge on the part of such proposer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Electronic copies of this RFPQ and attachments, if any, can be obtained from the Multnomah County Purchasing Website at: <http://www.multcopurch.org>.

All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected.

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PART 1 – PROCEDURAL INFORMATION

1.0 RFPQ ORGANIZATION

This RFPQ is organized into five parts:

Part 1, Procedural Information: Provides an overview of the qualification process and conditions.

Part 2, Service Description, Funding, and Contracting Information: Provides a general description of the services to be performed, delineates responsibilities, defines deliverables (as applicable), and provides funding and contracting terms.

Part 3, Proposal Questions and Evaluation: Describes questions to be answered and how proposals will be evaluated by the County.

Part 4, Proposal Submission Instructions: Describes the required format, instructions for submitting proposals, and minimum requirements.

Part 5, Attachments and Electronic References: Provides additional information and forms necessary to complete the proposal submission.

1.1 PROCUREMENT TIMETABLE

<i>Activity</i>	<i>Section</i>	<i>Scheduled Date/Time</i>
Date Issued	Cover	December 5, 2014
Optional Pre-proposal conference	1.2	December 11, 2014 3:00 pm December 12, 2014 10:00 am
Questions or protests of specifications due to Purchasing in writing	1.3.1	January 16, 2015
Purchasing response to written questions	1.3.1	January 21, 2015
Proposal submittal deadline	Cover	January 26, 2015
Proposal evaluation period		January 27 – March 10, 2015
Provider Notification		March 13, 2015
Contract Negotiations, includes protest period	1.3.1 & 2.10	March 14 – May 29, 2015.
Service start date (if applicable)		July1, 2015

***(Multnomah County reserves the right to deviate from this schedule)**

1.2 PRE-PROPOSAL CONFERENCE

Two optional pre-proposal conferences will be held on December 11, 2014 at 3:00 pm in Room 315 and December 12, 2014 at 10:00 am in Room 126, both in the Multnomah Building at 501 SE Hawthorne Blvd, Portland OR. These meetings are designed to clarify the information that is contained in this solicitation and provide an opportunity for questions and answers. Both meetings will cover the same information. Two conferences are being held to provide alternate scheduling for proposers' convenience. Attendance at one of the pre-proposal conferences is strongly recommended.

1.3 PROTESTS

1.3.1 Protest of Specifications

Any Proposer requiring clarification of the provisions of this RFPQ must submit specific questions in writing to the County Procurement Analyst listed on the front of this RFPQ. Any Proposer protesting any provision in this RFPQ must submit protests in writing to the County Procurement Analyst listed on the front of this RFPQ. Any protest must address the requirement, provision, or feature of this RFPQ or its attachments, including but not limited to the contract, that the potential Proposer believes is ambiguous,

unclear, unfair, contrary to law or likely to limit competition. The purpose of this deadline is to allow the County time to correct any term or condition in this RFPQ and contract that may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. By allowing corrections before opening Proposals, the County intends to avoid or minimize much of the waste inherent in protests and in the possible rejection of all Proposals. Failure of a Proposer to protest in accordance with this section shall be deemed acceptance of the terms of this RFPQ and contract, and a waiver of Proposer's rights to later contend that either the RFPQ or contract is ambiguous, unclear, unfair, contrary to law, or likely to limit competition.

The deadline for submitting questions or protests is 4:00 p.m. on the date listed in the timeline. If Multnomah County determines that additional information or clarification is necessary, such information or clarification will be supplied in addenda that will be sent by e-mail or mail to all persons or firms that have received the Notice of Request for Programmatic Qualifications from Purchasing, registered on the Purchasing website for this solicitation, or who attended the pre-proposal conference (if held). Available addenda may also be downloaded from the Purchasing website. All such addenda shall have the same binding effect as though contained in the main body of the Request for Programmatic Qualifications. Oral instructions or information concerning the specifications from County managers, employees, or agents to prospective Proposers shall not bind Multnomah County. The Purchasing Manager shall issue all Addenda not less than five (5) calendar days prior to the proposal deadline.

After closing, Multnomah County reserves the right to issue Addenda to all Proposers who submitted proposals, or those Proposers determined to be in the Competitive Range, if applicable, in order to communicate program requirements and arrangements and other information as determined necessary by the County.

1.3.2 Protests of Intent to Award

The following procedure applies to Proposers who wish to protest a disqualification of proposal or award of contract:

All protests must be in writing and physically received by the Purchasing Manager no later than 4:00 p.m. on the fifth (5th) working day after the postmarked notice of intent to award or disqualification.

Address protests to:
PROTEST OF AWARD OR DISQUALIFICATION TO RFPQ No. 400003088
ATTN Purchasing Manager
Multnomah County Purchasing
501 SE Hawthorne Blvd., Suite 125
Portland OR 97214

Proposers may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest. **Disagreement with the scoring by evaluators may not be protested.**

Protests not filed within the time specified in paragraph 1, above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed.

1.4 REALISTIC PROPOSALS

It is the expectation of the County that proposers can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

Multnomah County shall bear no responsibility or increased obligation for a Proposer's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

1.5 CLARIFICATION OF RESPONSES

Multnomah County reserves the right to request clarification of any item in a Proposer's proposal or to request additional information prior to evaluation necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing and issued through the assigned Procurement Analyst from Purchasing. Except for requests and responses related to a clarification necessary to evaluate whether a proposal has met minimum requirements, all requests for clarification and responses shall be provided to each evaluator.

1.6 REJECTION OF PROPOSALS

Multnomah County reserves all rights regarding this solicitation, including but not limited to the right to:

1. Cancel this solicitation at any time and not award a contract;
2. Award a contract in part;
3. Reject any and all proposals in whole or in part; and
4. To waive technical defects, minor irregularities, and omissions if, in its judgment, the best interests of the County will be served.

1.7 COST OF PREPARATION OF RESPONSE

Costs incurred by any Proposer in preparation of a response to this Request For Programmatic Qualifications shall be the responsibility of the Proposer.

1.8 CONFIDENTIALITY

Multnomah County is required to disclose non-exempt public documents pursuant to ORS 192.410-192.505. ORS 192.502(4) exempts the County from disclosing information submitted in response to a solicitation where the information is such that it "should reasonably be considered confidential."

A Proposer who determines that information within a proposal meets the statutory requirement and desires that such information remain confidential shall mark the bottom of the pages containing such information with the word "CONFIDENTIAL" and cite the applicable statute(s).

If a Proposer marks every page of a proposal as "CONFIDENTIAL" the statutory requirement is not met; any proposal so marked will not be deemed to have been submitted in confidence and, upon request, the entire proposal will be disclosed.

The County will keep properly marked information confidential unless ordered to release the information and materials by the District Attorney pursuant to ORS 192.460. After award, the contract executed by the County and the successful Proposer will be a public document subject to disclosure. No part of the contract can be designated as confidential.

1.9 REFERENCES

The County reserves the right to investigate references including customers other than those listed in the Proposer's submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers or any other criteria as determined by Multnomah County.

1.10 PUBLICITY

Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior approval of Multnomah County Purchasing and the Public Affairs Office.

1.11 CANCELLATION

Multnomah County reserves the right to cancel this solicitation any time before execution of a resulting contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of this solicitation.

1.12 DISPUTES

In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFPQ, the decision of Multnomah County shall be final and binding upon all parties.

1.13 COLLUSION

A Proposer submitting a proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in this proposal; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; and that the Proposer is competing solely on its own behalf without connection or obligation to any undisclosed person or firm.

1.14 LOCAL PURCHASING PREFERENCE

Multnomah County desires to employ local businesses in the purchase or lease of any personal property, public improvements, or services to support the local economy in the State of Oregon so that residents benefit from local employment opportunities that are generated. Therefore, Multnomah County shall prefer goods or services that have been manufactured or produced by an Oregon business if price, fitness, availability, and quality are otherwise identical.

1.15 SUSTAINABLE PURCHASING

In 2010, Multnomah County initiated a new Sustainable Purchasing and Social Equity Policy that demonstrates support for our sustainability goals by integrating environmental stewardship and social equity, as well as fiscal responsibility, into the procurement process. The County seeks to partner with suppliers who demonstrate a commitment to these considerations. Examples of such practices include but are not limited to: resource conservation, waste reduction, minimized paper use, and use of alternative transportation methods, among other sustainable best practices.

The County recognizes that suppliers can take multiple paths, ranging from simple to complex, to help support these goals. The list below is meant to guide Proposers as they describe their sustainable practices within their RFPQ responses.

1. Comprehensive energy conservation measures;
2. Renewable energy use;
3. Water conservation measures;
4. Waste management and reduction plans;
5. Alternative fuels and transportation plans;
6. Sustainable purchasing;
7. Supplier diversity;
8. Fair trade and labor policies; and
9. Community engagement and support for underserved populations.

1.16 EEO CERTIFICATION REQUIREMENT

Contracts in excess of \$75,000 which originate from this RFPQ are subject to the County's Equal Employment Opportunity (EEO) requirements, and will include vendor certification as indicated in Exhibit 5 of the Sample Multnomah County contract attached to this RFPQ. Contractors must be certified before a contract is executed.

1.17 PAYMENT INVOICES

All invoices shall be prepared on contractor's letterhead or standard invoice form and shall include:

1. Contractor's name and address and a phone number for questions about the invoice,
2. Contractor's invoice number,
3. Invoice date,
4. Multnomah County contract number, and
5. Any additional information required in Exhibit 1 of the finalized contract.

1.18 PAYMENT

It is the County's Policy to make recurrent contract payments to contractors via electronic payment. The contractor(s) selected under this solicitation will have the option to receive payments through Automated Clearing House or by credit card via ePayables.

County shall pay the invoice within 30 calendar days unless otherwise provided in Exhibit 1 of the finalized contract.

PART 2 – SERVICE DESCRIPTION, FUNDING AND CONTRACTING INFORMATION

2.0 PURPOSE AND OVERVIEW

The Multnomah County Department of Community Justice (DCJ) and the Department of County Human Services (DCHS) (hereafter “Joint Departments”) are jointly soliciting a continuum of Alcohol and Drug (A/D) Services, to include Recovery Support Services, Outpatient Services, and Residential Services.

The primary underlying goals of the County’s A/D treatment program include the desire to assist those with alcohol/drug problems to enter and/or maintain an alcohol- and drug-free lifestyle, promote strong, healthy family functioning, enhance community safety, reduce criminal activity, and to improve health. With the full implementation of the Affordable Healthcare Act, the Joint Departments anticipate a decreasing emphasis on treatment service funding and increased emphasis on creating capacity to provide a comprehensive Recovery Oriented System of Care (ROSC). To this end, proposals should address each provider’s capacity to support clients in the development of Recovery Support Plans and provide or connect clients to a wide range of recovery supports, such as housing assistance, vocational rehabilitation, and other non-treatment services to promote the continuation of the recovery process.

The Joint Departments are seeking to qualify Proposers that will be part of a comprehensive A/D service array for Youth and Adults with alcohol and/or drug disorders. (For DCJ and/or DCHS background information, go to <https://multco.us/> and click on “Departments”). These services represent the majority of the A/D treatment services for Youth and Adults procured for the Joint Departments. The Departments may also procure, either jointly or separately, related services via other procurements as deemed appropriate.

For the purposes of this procurement, A/D services are divided into the following Base Service Categories:

- | | |
|--------------------------------|--------------------------------|
| I. Adult Residential Services | III. Adult Outpatient Services |
| II. Youth Residential Services | IV. Youth Outpatient Services |

Proposers will be attempting to qualify to provide services in any one of or combination of these Base Service Categories. All Proposers should be prepared to offer their services to a variety of clients in a culturally-, gender-, and age/development-appropriate manner. Proposers will also be invited to demonstrate their capability and capacity to meet the unique requirements for limited specialty endorsements, including: Community Justice, Dual Diagnosis, Specialty Populations (e.g. Cultural, LGBTQ, Gender), Medication Assisted Treatment, and Housing for Dependent Children. All proposers must first qualify to provide services in the corresponding Base Service Categories (I. Adult Residential or II. Youth Residential III. Adult Outpatient or IV. Youth Outpatient).

Proposers are invited to respond to the additional questions under each Base Service Category that are specifically related to the Specialty Endorsement. Only those Proposers who respond to the additional questions will be considered to provide services for Specialty Endorsement Categories.

2.1 INTRODUCTION AND PROGRAM HISTORY

The Joint Departments have worked closely together as well as with their major stakeholders to develop and implement a coordinated Recovery-Oriented System of Care (ROSC) offering comprehensive alcohol and drug services for Adults and Youth with alcohol and drug disorders. Multiple factors have impacted the development of this RFPQ and the intended design of the ROSC. With the implementation of the Affordable Care Act, many treatment services that were previously funded by the Joint Departments are now covered by insurance. While the Joint Departments recognize that there remain barriers to treatment associated with lack of insurance and insurance deductibles, it is anticipated that

fewer funds will be directed to treatment services, and more funds will be available to support Recovery Support Services.

Recovery-Oriented Systems of Care (ROSCs) support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. ROSCs offer a comprehensive menu of services and supports that can be combined and readily adjusted to meet the individual's needs and chosen pathway to recovery. ROSCs encompass and coordinate the operations of multiple systems, providing responsive, outcomes-driven approaches to care. ROSCs require an ongoing process of systems improvement that incorporates the experiences of those in recovery and their family members. Further information regarding ROSCs may be found in these publications:

Center for Substance Abuse Treatment. National Summit on Recovery: Conference Report. DHHS Publication No. (SMA) 07-4276. Rockville, MD: Substance Abuse and Mental Health Services Administration 2007.

http://www.samhsa.gov/sites/default/files/partnersforrecovery/docs/Summit_Rpt_1.pdf

Kaplan, L., *The Role of Recovery Support Services in Recovery-Oriented Systems of Care*. DHHS Publication No. (SMA) 08-4315. Rockville, MD: Center for Substance Abuse Treatment, Substance Abuse and Mental Health Services Administration, 2008.

<http://store.samhsa.gov/shin/content/SMA08-4315/SMA08-4315.pdf>

Other system influences include the ASAM Criteria 3rd Edition (Mee-Lee, D., 2013), which supports the ROSC's goals of person-centered and self-directed approaches to treatment. The duration of treatment always depends on individual progress and outcomes. The ASAM Criteria 3rd Edition promotes a flexible, outcomes-based approach that takes into account the actual progress and dynamic needs of the unique individual. Programs that have predetermined minimum lengths of stay or overall program lengths of stay that must be achieved in order for a patient to "complete treatment" or "graduate" are inconsistent with individualized and outcomes-driven systems of care. (<http://www.asam.org/publications/the-asam-criteria/text/>)

The Joint Departments and key stakeholders have also identified that throughout Multnomah County, Specific Population Groups have been historically underserved. While people of all backgrounds are typically welcome in most Alcohol and Drug Services, Population Specific services have been less readily available. These populations include cultural groups (specifically African Americans--particularly in East Multnomah County, Latino, Slavic, and other Native American and immigrant groups), language specific groups (particularly Spanish – currently lacking in residential treatment), LGBTQ, Older Adults, and Persons with Disabilities. To that end, Proposers are encouraged to consider creative solutions to expand the continuum of care to better engage and serve Population Specific groups, such as collaborating with population specific communities.

Successful Proposers will have a current Letter of Approval from the Oregon Health Authority's Addiction and Mental Health Services Division as an Alcohol and Drug Treatment Provider. Proposers are also encouraged to submit collaborative proposals with community-based partners that offer Recovery Support Services and/or address service gaps for specific populations, including culturally specific groups, LGBTQ, and others. Proposers will offer services that:

- Utilize evidence-based practices where such practices are available;
- Use quantitative and qualitative methods and processes to measure achievements and engage in prompt process improvements where applicable;
- Have a functioning billing process for fee-for-services and be able to demonstrate the ability to collect third-party payments.

Proposers seeking to qualify for specific endorsements (Criminal Justice, Dual Diagnosis, Specialty Populations, Medication Assisted Treatment, Housing for Dependent Children) must demonstrate that their programs are designed to specifically address these issues and are not simply a part of general services.

In addition, raters will be assigning preferences to proposals that:

- Provide and/or have close relationships with agencies that provide Recovery Support Services such as:
 - Employment Support
 - Peer Recovery Mentors
 - Stable and Safe Housing
 - Childcare
 - Skill Building
 - Basic Needs Access
 - Parenting Education
 - Transportation
 - Recovery Groups
- Demonstrate responsiveness to individual client needs.
- Demonstrate the ability to use the ASAM Criteria 3rd Edition to guide placement and discharge planning.
- Demonstrate the ability to engage and retain clients in services.
- Demonstrate the ability to provide stabilization outpatient services for clients waiting for a residential bed, either directly or through referral/coordination with community resources.
- Demonstrate the ability to manage their waitlists in a way that is easily communicated to clients and referrals.
- Have systems in place (or plans to implement) to regularly communicate with DCJ Staff for those referred by DCJ.
- Have a policy that supports clients' tobacco cessation/nicotine-addiction services. If Proposer has A/D Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Proposer must demonstrate having implemented (or plans to implement) a policy to eliminate smoking and other use of tobacco at the facilities where the services are delivered and on the grounds of such facilities.
- Demonstrate the ability to connect clients to and coordinate care with physical health providers.
- Demonstrate the ability to reliably collect and organize pertinent client data to accurately assess program effectiveness.

2.2 GOALS, VALUES AND OTHER IMPORTANT CONSIDERATIONS

The primary underlying goals of the County's A/D services include the desire to assist those with alcohol/drug problems to enter and/or maintain an alcohol- and drug-free lifestyle, to promote strong, healthy family functioning, enhance community safety, reduce criminal activity, and to improve health. Proposers will demonstrate an ability to meet these goals through gathering and reporting meaningful data, such as:

- Percentage of clients maintaining abstinence.
- Percentage of clients living in safe and stable housing.
- Percentage of clients employed.
- Percentage of clients engaged in vocational or other educational programs.
- Percentage of clients with no new legal contacts.

The Center for Substance Abuse Treatment has developed the following definition of recovery: "Recovery from alcohol and drug problems is a process of change through which an individual achieves

abstinence and improved health, wellness, and quality of life” (CSAT, 2007). Recovery, thus, is achieved through a whole life process, and not merely treatment. Guiding Principles of recovery include:

- There are many pathways to recovery.
- Recovery is self-directed and empowering.
- Recovery involves a personal recognition of the need for change and transformation.
- Recovery is holistic involving the body, mind, relationships, and spirit.
- Recovery has cultural dimensions.
- Recovery exists on a continuum of improved health and wellness.
- Recovery emerges from hope and gratitude.
- Recovery is a process of healing and self-redefinition.
- Recovery involves addressing discrimination and transcending shame and stigma.
- Recovery is supported by peers and allies.
- Recovery is (re)joining and (re)building a life in the community.
- Recovery is a reality.

Many people who struggle with alcohol and drug disorders have experienced trauma. As result, the Joint Departments value a Trauma Informed approach to care. Trauma Informed Care recognizes that traumatic experiences may overwhelm and violate the individual. Trauma Informed Care is a commitment not to repeat these experiences and to, in whatever way possible, restore a sense of safety, power, and self-worth. (For additional information, visit <http://traumainformedoregon.org/> or <http://www.attcnetwork.org/find/news/attcnews/epubs/addmsg/documents/TIC%20Part%201%20-%20April.pdf>)

The Joint Departments continue to place a high value on quality services that are inclusive and welcoming for persons of all backgrounds. While there is a need for more Population Specific services, there must also be a place for persons of all backgrounds in all of the County’s A/D Services. As such, services should be flexible and adaptive, create safe spaces for all people, encourage client empowerment, and be provided by an array of people of different backgrounds. Proposers are encouraged to create welcoming environments, consider language needs of their populations, and encourage staff in all roles to show honor and respect for all of their clients. Proposers are also encouraged to consider creative solutions to address Population Specific gaps in the service continuum.

Services will generally be funded through a Fee-For-Service reimbursement. Current reimbursements rates are included in Solicitation Attachment 5.

2.3 TARGET POPULATION SERVED

This RFPQ will qualify Proposers of A/D Services for Youth and Adults living in Multnomah County, including those Youth and Adults who are involved in the justice system. Youth are defined as adolescents 12 through 17 years of age, or those persons who are determined by the program to be developmentally and clinically appropriate for Youth services. Adults are defined as Persons 18 years of age or older, or those persons who are determined by the program to be developmentally and clinically appropriate for Adult services. The Joint Departments encourage providers to address gaps in services for specialty populations throughout the county.

2.4 GEOGRAPHIC BORDERS/LIMITATIONS & SERVICE AREAS

Services are intended for residents of Multnomah County. All Proposers must have a service location within the Multnomah County geographic boundaries in order to be considered.

2.5 FUNDING

This RFPQ has no specific funding. Approximately thirty million dollars per year will be distributed across all services, based on utilization, allowing the system to be responsive to system changes. Funds include a mix of federal, state, and local funding. Additional funds received by the Joint Departments during the covered RFPQ period will be distributed to providers qualified through this RFPQ. Fluctuations in funding year to year should be expected. The County cannot assure that any particular level of work will be provided and the contract will permit the County to add or remove work as necessary depending on availability of funds and system needs.

Funds will be distributed on a Fee for Service Basis. To assist the Joint Departments in making contract decisions, all Proposers must submit a description of their capacity to provide services (See 3.2.1.10).

2.6 MATCH REQUIREMENTS

There are no match requirements.

2.7 SCOPE OF SERVICES

This RFPQ addresses the bulk of Alcohol and Drug Services throughout Multnomah County, excluding Detoxification services. The RFPQ is intended to create capacity for a Recovery Oriented System of Care for Youth and Adults that includes Outpatient and Residential Treatment and Recovery Support Services. The RFPQ does not address Detox services. Some services are specific to DCJ clients.

2.7.1 Definitions

For the purposes of this RFPQ, the following definitions are used:

Adult: Persons 18 years of age or older, or those persons who are determined by the program to be developmentally and clinically appropriate for Adult services.

Affordable Care Act: The Affordable Care Act creates standards for prevention, intervention and treatment insurance for behavioral and physical healthcare. Under the law, Americans without insurance coverage are able to choose the insurance coverage that works best for them in a new open, competitive insurance market, or gain access to free insurance if they meet income qualifications.

ASAM Criteria 3rd Edition: The American Society of Addiction Medicine's Criteria for the Treatment of Substance-related Disorders, Third Edition, 2013 , which is a clinical guide used in matching clients to appropriate levels of care. The ASAM Criteria was designed to help clinicians and payers use and fund levels of care in a rational and individualized treatment manner.

Criminal Risk Factors: Dynamic attributes of the offender that, when changed, are associated with changes in the probability of recidivism. Examples of risk factors are anti-social attitudes and thinking; self-control vs. impulsivity; substance abuse; and anti-social peers and associates.

Completion: The client meets ASAM Criteria 3rd Edition discharge criteria and, additionally, completes at least two-thirds of their treatment plan goals and demonstrates 30 days of abstinence.

Culturally-specific services: A program that is designed to meet the unique treatment and rehabilitation needs of a minority group and that provides services to a majority of clients belonging to a minority population as defined in OAR 309-019-0100 through 309-019-0220, Outpatient Addictions and Mental Health Standards.

Engaged: A person who has entered treatment following an initial assessment and who has participated in at least two treatment session in 15 days. (See also NIATx <http://www.niatx.net/Home/Home.aspx>)

Evidence-based Treatment Program: A State of Oregon Department of Corrections and Addictions and Mental Health Division approved program or service that incorporates treatment practices based on scientific research, which has taken significant steps to ensure that it is implemented with a high degree of fidelity to the model tested by research, and which regularly evaluates its outcomes for the purposes of continued improvement.

Healthcare.gov: Healthcare.gov is the federal healthcare exchange in which individuals may apply for insurance coverage under the Affordable Care Act.

Minority Program: See Culturally-specific services.

Oregon Health Plan (OHP): An insurance plan provided by the State for low-income citizens.

Peer Recovery Mentor: A Peer Recovery Mentor provides mentoring or coaching via a one-on-one relationship in which the mentor, having more recovery experience than the person served, encourages, motivates, and supports a peer who is seeking to establish or strengthen his or her recovery. A ***Certified Peer Recovery Mentor*** has completed a Peer Recovery Mentor Training approved by the State of Oregon and received certification.

Quality Assurance (QA): An on-going system that monitors, measures, and acts on the performance data of the delivery system. It is an ongoing process to establish that the system is delivering what it intends to deliver. It is designed to ensure that a service delivery system routinely produces reliable results. Some organizations have adopted formal QA models such as LEAN or Six Sigma to guide their organizational processes. (See also <http://www.qualitymeasures.ahrq.gov/expert/expert-commentary.aspx?id=32943>)

Recovery Oriented System of Care (ROSC): ROSCs support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families, and communities to take responsibility for their sustained health, wellness, and recovery from alcohol and drug problems. ROSCs offer a comprehensive menu of services and supports that can be combined and readily adjusted to meet the individual's needs and chosen pathway to recovery.

Recovery Support Services (RSS): RSS represent a continuum of community based, non-treatment services that support a person's movement toward and sustaining of a recovery lifestyle. Such services may include (but are not limited to) recovery support groups, life skills training, vocational support, housing, childcare, transportation, basic needs assistance, peer recovery mentoring, culturally and linguistically appropriate services, and other community-based supports. (See also "What Are Peer Recovery Support Services?" <https://store.samhsa.gov/shin/content/SMA09-4454/SMA09-4454.pdf>)

Responsivity: A style and mode of service matched to the learning style and ability of the client. Client responsivity factors can include: mental health, age, gender, race, ethnicity, readiness and motivation to change, levels of psychological development, cognitive functioning, and learning styles.

Treatment: Specific medical and non-medical therapeutic techniques employed to assist the client in recovering from alcohol or other drug disorders.

Treatment Services: Structured evaluation, treatment, and continued care services for those individuals who have an alcohol and/or other drug disorder. Services may include, but are not limited to, residential, outpatient day treatment, correctional day treatment, and evening treatment.

Urinalysis (UA) Test: A test to identify the presence or absence of specific drugs or metabolites in a urine specimen.

Youth: For the purposes of this RFPQ, an adolescent 12 through 17 years of age, or those persons who are determined by the program to be developmentally and clinically appropriate for Youth services.

2.7.2 Base Services

The Base Service Categories addressed in this RFPQ include Adult Residential Services (Category I), Youth Residential Services (Category II), Adult Outpatient Services (Category III), and Youth Outpatient Services (Category IV). For each service category, Providers are expected to provide the appropriate intensity of services that are individualized, client-centered, and address both the Treatment and Recovery Support Services needs of the clients. Services should include:

Outreach and Referral: Proposers should have clear processes for conducting outreach and receiving referrals. Most clients will self refer or are referred by other sources. **DCJ:** Referrals to these services for Criminal Justice clients can only be made by or with the approval of DCJ staff. A system-wide A&D Access (Triage) Form will be the standard referral mechanism. See Solicitation Attachment 7 for a copy of this form. During contract negotiations with the qualified and selected Proposers, further details of the referral process will be developed, as necessary.

Intake/Orientation Process: In addition to meeting any applicable Oregon Administrative Rules (OAR) standards for intake and orientation, Providers shall offer an orientation that includes, at a minimum:

- A thorough explanation of program rules and expectations. This shall include written and oral information about: the expectation of active participation in services, program rules and policies, and criteria for program completion.
- Client placement on a waiting list for services, if necessary (an outpatient opening or a residential bed).
- Obtaining appropriate Release of Information (ROI) consent forms for relevant parties that will allow for communication to flow back and forth and assist in successful service delivery.

Assessments: A completed assessment that meets standards for the OAR and ASAM Criteria is required for any client wishing to access A/D Services (treatment and RSS).

Treatment Plan: A treatment plan will be created in conjunction with the client that contains measurable objectives and activities designed to achieve those objectives. When possible and appropriate, this plan will be developed in conjunction with all relevant parties, including DCJ staff, if the client is on parole or probation. This plan will be reviewed at least once every 30 days and revised when appropriate. In addition to meeting OAR standards for treatment plans, Proposers shall:

- Specifically address any identified post-program housing needs (for residential clients) or current housing needs (if an outpatient client is living in an environment that is not conducive to him/her remaining abstinent from alcohol and drugs) and include treatment plan objectives to address it.
- For clients capable of working, determine appropriate employment readiness and provide access to job assistance and job search services. For clients not capable of working, Proposers must assist with entitlement program applications (e.g., SSI/SSD, food stamps, State Vocational Rehabilitation services, etc.) as determined by client eligibility.

Recovery Support Services (RSS): Providers will work in partnership with the client to create a strengths-based Recovery Support Services Plan that may include access to RSS, Peer Recovery Mentor Services, culturally specific resources, or other strategies that will support the client's movement toward sustainable recovery. Providers should be able to demonstrate how the Recovery Support Services Plan is integrated with treatment, as appropriate. *A client does not need to be receiving formal treatment services to receive RSS. However, an assessment (within the past six months) must be completed to demonstrate eligibility for RSS.*

Community Referrals: Providers will refer, if indicated, to outside resources (and/or internal resources) to meet client needs. If such referrals are indicated and made, the providers must conduct random checks to ensure that the client successfully engaged in the referred service and record such engagement.

Coordination of Care: Recognizing that persons who have alcohol and/or other drug disorders frequently have multiple other concerns as well, Providers should document what these needs are and how the Provider's care is coordinated with other services. This may include, but is not limited to, other behavioral healthcare needs (i.e., mental health), physical healthcare needs, legal concerns, child welfare concerns, and other concerns.

Discharge/Transition and Change in Level of Care Planning: For all A/D services, in addition to meeting OAR and ASAM Criteria 3rd Edition standards for transition and/or discharge plans prior to completion of these services, Providers shall:

- Ensure that the plan includes a relapse prevention plan that is designed to provide guidance and direction regarding the client's recovery from substance abuse and (where appropriate) criminal activity.
- Ensure that the planning is integrated with the Recovery Support Services Plan.
- If the Proposers determine it is necessary for the client to continue services, clearly state in the discharge plan the type of services and where those services will occur.
- Proposers should address retention and/or transition support strategies to assist clients to remain in care when moving between levels of care.
- If the client left services before a discharge plan was developed, ensure that the treatment summary includes recommendations for further treatment or other services/activities, if deemed necessary.

Client Case Files: Providers shall keep accurate, timely case files in accordance with the OAR, including any system-related case communications.

Program Administration: Providers will meet with designated DCJ or DCHS staff, when necessary, to conduct program development, modify referral procedures, address base services delivery issues, and resolve any interagency and/or operational problems.

Providers will participate in Provider Meetings to facilitate system-wide problem solving and service continuum development. When participation is required, advanced notice for required meetings will be given. Attendance will be by a person with the authority to represent the agency's position and to commit the agency to specific agreements as needed for program and service development.

2.7.3 Specialty Endorsement Services

2.7.3.1 Criminal Justice

This Specialty Endorsement is available in all four Base Service Categories. Persons who are involved with DCJ and who are high risk to re-offend may be referred to programs that qualify for this Specialty Service Endorsement. This endorsement applies to individual services as well as specific DCJ programs such as Drug Court. Persons referred to providers for A/D Services are referred with the understanding that it is not in the best interest of the general population to mix persons at higher risk to re-offend with those at lower risk. Thus, while DCJ clients may participate in some general treatment services (e.g. family groups, mental health care), specific services will be targeted for these clients. In addition to the services provided through the Base Service category, Providers serving DCJ clients will:

- a. Obtain a ROI for all criminal justice agencies having a direct professional interest in the client, e.g. DCJ, District Attorney's office, judges, etc. All criminal justice-related disclosures will be non-revocable by clients until there has been a formal and effective termination or revocation of their

release from confinement, probation or parole, or other proceeding under which they are mandated into these services. Failure to sign such a disclosure will immediately disqualify clients from services derived from this Procurement.

- b. For each potential client, Providers will notify relevant DCJ staff within two working days of any of the following conditions:
 - Received referral and the date for an intake appointment;
 - Failure to appear for an intake appointment;
 - Denial of or admission into the services; or,
 - Placement on a wait list (including an estimate or when the client will enter the services) or removal from a wait list.
- c. The treatment plan will reflect a highly coordinated case planning approach. This approach will include:
 - Prior to completing a client's initial treatment plan, Proposers will solicit the input of DCJ staff in the plan development.
 - Proposers will send monthly progress reports to DCJ staff, using the standard format provided by DCJ or a format approved by DCJ.
 - Proposers will invite DCJ staff to participate in client staffings when it is considered conducive to the client's progress in these services.
 - Proposers will participate if and when DCJ staff request a staffing.
- d. Providers will notify DCJ staff of problems that could, if continued, lead to discharge. Provider will notify the appropriate DCJ staff member by phone of parole/probation violations or other criminal behavior (including any illegal drug use or prohibited alcohol use), major rule violations, unauthorized leave or other type of client program failure not later than the next working day and preferably the same working day as the occurrence. If a client receiving services is non-compliant with Provider rules, Provider shall notify the appropriate DCJ staff member in a timely manner. Provider and the DCJ PPO shall work together to develop a plan to help the client comply with Provider's rules.
- e. Conduct regular and random drug and alcohol testing. Clients must receive urinalysis (UA) testing at least once per month if receiving base residential or outpatient A/D treatment. If drug use is suspected, UA testing will be conducted above and beyond the schedule described above. For the remaining services procured through this RFPQ, any required drug testing will be determined during contract negotiations with the qualified and selected Providers. The DCJ staff whose client is tested for drugs will have access, if necessary, to the original printed urinalysis report upon request. If alcohol use is suspected, appropriate testing methods will be utilized.
- f. Ensure that the Treatment and Recovery Support Services plans are consistent with the client's conditions of parole/probation/post-prison supervision, especially housing/living arrangements and employment (if applicable).
- g. Complete a treatment summary that includes a clear explanation of the reason for the client's discharge, including where the client is being discharged or transitioned to, using the standard format provided by DCJ or a format approved by DCJ.
- h. Promptly notify DCJ staff of client Discharge or Change in Level of Care. For program failures this will occur no later than the next working day and preferably the same day as the occurrence. If client is discharged unexpectedly and not going to jail, Provider shall assist clients with accessing basic needs (i.e. shelter, food, clothing, transportation, etc.). For program successes, DCJ staff will be notified approximately one to two weeks prior to the anticipated successful completion and will be invited to give input into the continuing care/discharge plan.

- i. Send copies of the continuing care/discharge plan and/or the treatment summary to DCJ staff or Court staff within 10 working days of discharge.

2.7.3.2 Dual Diagnosis

*This Specialty Endorsement is available in **all** four Base Categories.* The Joint Departments recognize that many clients served through this RFPQ will have co-occurring disorders. All providers should be able to demonstrate that they are able to coordinate care for persons with general mental health needs in a developmentally appropriate manner. This Specialty Endorsement is intended specifically to provide services for persons with High Mental Health and High Substance Use Needs (Minkoff, 2006). Proposers wishing to qualify for this endorsement will, in addition to the Base Service category Requirements:

- a. Be able to demonstrate that they have an understanding of the High Mental Health/High Substance Use Dual Diagnosis model. The assessment should be able to demonstrate that the individual meets both a High Mental Health Need and High Substance Use Disorder.
- b. Utilize practices that have been demonstrated effective with this population.
- c. Demonstrate availability of medical services, including but not limited to prescribing and monitoring.
- d. Demonstrate that the staff assigned to this program are qualified, trained, and supported to provide services.

2.7.3.3 Population Specific

*This Specialty Endorsement is available in **all** four Base Categories.* The Joint Departments and the A/D System Stakeholders recognize that there are gaps in services for specific populations, including culturally specific groups (African American, Native American, Immigrant, Slavic, Latino), Gender (male, female, transgender), LGBTQ, language specific groups, older adults, and persons with disabilities (not Serious and Persistent Mental Illness-SPMI). Proposers and/or their Service Partners are encouraged to creatively address these gaps to help create a responsive system of care that has a place for all persons. Proposers may apply to qualify for as many Population Specific Specialty Endorsements as they can demonstrate that they have the capacity and expertise to serve.

Population Specific services may include some integration with the Base Category Services, but should also demonstrate specific services designed to address the strengths and challenges of the named population. Proposers should offer targeted outreach and marketing strategies, individual and/or group services that are population specific, and access to population-specific Recovery Support Services. Further, Proposers should have a staff recruitment, retention, training, and supervision plan that demonstrates expertise with, and/or reflects, the identified population.

2.7.3.4 Medication Assisted Treatment

*This Specialty Endorsement is **only** available for Adult Outpatient Services (Category III).* Medication Assisted Treatment Services were formerly qualified through a separate RFPQ process. Proposers must also qualify for the Adult Outpatient Base Service Category to qualify for this endorsement. In addition to the Base Service requirements, Proposers should demonstrate experience and knowledge of the requirements for Medication Assisted Treatment, including advances in the field, proper handling of medication, medication monitoring, and appropriate staff training and supervision.

2.7.3.5 Housing for Dependent Children

*This Specialty Endorsement is **only** available for Adult Residential Services (Category I).* This Specialty Endorsement qualifies proposers to provide on-site housing for dependent children when their parents are in Residential Services. Proposers must also qualify for the Adult Residential Base Service Category to qualify for this endorsement. Proposers are expected to maintain appropriate additional licenses to support the children's services offered. Proposers should discuss family services that are offered, which may include family groups, parenting education, childcare, family reunification, or other relevant services.

2.8 FISCAL REQUIREMENTS AND REPORTING

For the contracts that will arise from this solicitation process, the County will be the payer of last resort for the type of services provided. If a client is enrolled in the Oregon Health Plan (OHP)/Healthy Kids (Medicaid/CHIP coverage) or has other insurance, Provider will be expected to bill OHP/Healthy Kids (or any other insurance carrier, if applicable) for any part of these services covered by the OHP/Healthy Kids or other insurance. If a client is eligible for the OHP/Healthy Kids or other insurance through Healthcare.gov, but has not enrolled, the Provider will assist the client in applying for coverage. At a minimum, this assistance will consist of providing clients with contact information for certified health insurance agents and community partners and/or written materials describing the OHP/Healthy Kids and Healthcare.gov, and help, if necessary, in completing the application.

Service duplication adversely impacts the cost effectiveness of contracted services. To minimize duplications, clients served under any Multnomah County contract may not support a claim for reimbursement for the same services under any other Multnomah County contract.

As appropriate, Providers will comply with all applicable provisions of the 2013-2015 County Financial Assistance Contract (CFAC) between the State of Oregon acting by and through its Department of Human Services and the County. A copy of the CFAC can be obtained at <https://multco.us/mhas/addiction>.

Providers, if a non-profit organization and a sub-recipient of federal funds passed through the County, must meet the audit requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organization", which applies the federal Single Audit Act Amendment of 1996, Public Law 104-156.

Based on a sliding scale starting at zero, Providers shall have a client fee system to support the costs of these services.

County shall have the right to withhold from payments due Providers such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim, which may result from Provider's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors. Services will be rendered in a manner that services will be available for the entire contract period.

2.9 PERFORMANCE MEASURES/PERFORMANCE CONTRACTING

2.9.1 Contract Monitoring: Providers should be familiar with industry standards for Access, Engagement, Retention, Service Completion (as guided by the ASAM Criteria 3rd Edition), and Quality of Life Indicators. Contracts will be performance-based and will include expectations regarding service outcomes. Continuing contracts may be linked to successful attainment of projected service outcomes.

These contracts will be monitored through a number of means, which may include:

- Site Reviews: DCJ or DCHS staff may schedule on-site visits to review agency compliance with the contract. Site visits are usually scheduled with contracted providers, but may be conducted without notice.
- Technical Assistance: DCJ or DCHS staff may offer training and/or assistance to programs regarding design of services.
- Evaluations/Program Performance: Program performance may be evaluated through other quality assurance/evaluation processes, including:
 - Performance reviews for achieving client service outcomes;
 - Contracted provider self-assessments;
 - Client satisfaction surveys and complaint resolution processes;

- o Compliance reviews for reporting requirements, including use of the County's data collection systems;
- o Referral source satisfaction surveys;
- o Analysis of Client Data; and
- o Census validation audits.
- Fiscal Compliance Reviews: County fiscal compliance reviews may be conducted to ensure that financial records, systems and procedures conform to Generally Accepted Accounting Principles and are in compliance with all County and State audit and accounting requirements.

2.9.2 Data Collection and Reporting: For all A/D services, Providers will submit data to the Measurement and Outcome Tracking System (MOTS), to include enrollment and discharge information for each client, to the Oregon Health Authority Addictions and Mental Health (AMH) Division or designee. Proposers will comply with all relevant MOTS reporting timelines and standards. *For DCJ clients*, Providers will also submit Client Intake and Exit Forms. This data will be included in a database for utilization monitoring, and treatment dosage.

In addition, Providers will complete and submit Client Rosters (in alphabetical order) along with monthly invoices for payment.

2.9.3 Performance Measures: Sample Performance Measures may include:

- Number of clients served in Treatment and Recovery Support Services (RSS);
- Percentage of clients meeting retention standards;
- Percentage of clients receiving specific services, relevant to the Proposer's key objectives;
- Percentage of clients successfully obtaining or improving their housing, employment, or other long-term needs;
- Percentage of clients attaining or maintaining sobriety or reduced substance use;
- Percentage of clients successfully connecting to post-treatment support services;
- Percentage of clients with reduced criminal behaviors;
- Qualitative data reflecting improved quality of life of clients.

2.10 CONTRACT NEGOTIATION

Once selected in the allocation process, the County will initiate contract negotiations with the Proposer. Multnomah County may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest. If negotiations fail to result in a contract, the County reserves the right to terminate the negotiations and initiate contract negotiations with another qualified Proposer. This process may continue until a contract agreement is reached.

2.11 CONTRACT AWARD, CONTINUOUSLY OPEN PROCUREMENT AND ALLOCATION PROCESS

The Joint Departments intend to award contracts to address the continuum of Alcohol and Drug services in Multnomah County to include Youth and Adult Outpatient, Residential, and Recovery Support Services. The County anticipates making multiple awards to address the full service continuum. Proposers will submit a separate proposal for each base category (Adult Outpatient; Adult Residential; Youth Outpatient; Youth Residential) for which they wish to be considered. Proposers wishing to be considered for Specialty Endorsement must complete the additional questions for each Specialty Endorsement for each Base Category in which they offer these services. Multnomah County strongly encourages the participation of Minority-Owned, Women-Owned, and Emerging Small Businesses and Organizations (MWESB) in providing these services. However, noting that non-profit organizations cannot be identified as MWESB, the County also encourages Proposers to demonstrate how they partner with population specific providers and new organizations to collaborate, cross-train, and increase service access.

Continuously Open Procurement: This is a formal, competitive, Request For Programmatic Qualifications (RFPQ) process as provided for under the authority of PUR-1. No contracts will be issued as a result of this RFPQ process. The intent is to establish pools of qualified vendors who will be eligible for potential contract awards. There is no limit on the number of vendors that may be qualified under this RFPQ process.

NOTICE: This will be a continuously open procurement process – that means that this RFPQ will be open to receive proposals from interested vendors beyond the initial closing date. No proposals will be accepted or evaluated in the final year of this RFPQ.

Initial Qualification Process: Proposals submitted within the RFPQ's initial closing date at 4:00 PM on January 26, 2015, will be evaluated and qualified vendors will be placed in the appropriate vendor pool and be eligible for funding allocations through the allocation process detailed below.

Follow-on Qualification Process: Proposals received after the initial closing date (currently January 26, 2015) will be held by Purchasing. Every 12 months on the anniversary of the initial closing date at 4:00 PM (or on the next business day if the anniversary date falls on a County non-business day), Purchasing will furnish any received proposals to an evaluation team for review and potential addition to the established qualified vendor pool. The same criteria used to establish the qualifications of the initial pool of vendors will be used in determining the qualifications of any new proposals received after the initial closing date. Those vendors who are found qualified will be added to the existing vendor pool and will be eligible to receive funding allocations as determined by the Joint Departments via their periodic allocation process. No proposals will be accepted nor evaluated from vendors after 4:00 PM on the fourth annual anniversary of the RFPQ closing date (or on the next business day if the anniversary dates falls on a County non-business day). Vendors that do not successfully qualify in the initial or a subsequent qualification process have the ability to submit a new, revised proposal for a follow-on qualification process.

Allocation Process: Entirely separate from this qualification process, the Joint Departments will initiate and award requirements contracts to those qualified providers who demonstrate the desired experience, skills, proficiency, certifications (e.g., Letter of Approval), and area of specialty that will best meet and match the needs of Multnomah County Alcohol and Drug Services. The Joint Departments will independently conduct a rigorous funds allocation process to distribute available funds according to known system requirements and priorities. Allocations will only be made to providers who previously qualified under this RFPQ. The funding allocation process will be a formal one, requiring the Joint Departments to document their findings and determinations in writing that lead to specific funding allocations or to the continuation of funding allocations. Vendors may not protest funding allocation decisions. Funding allocation decisions will be made from an overall County system of care perspective.

Allocation priorities and selection criteria may include:

- County and Department strategic priorities
- Overall system of care needs and deficiencies
- RFPQ proposal information and evaluation input from the RFPQ raters
- Provider/system stability
- Provider experience
- Service capacity per service category
- Funder-imposed requirements or restrictions (i.e. non-profit, designated vendor, etc.)
- Specific population coverage
- Services provided in client's native language
- Geographic service coverage
- Coverage of specific treatment modalities
- Customer feedback (clients, referral sources, etc.)

- Ability to leverage additional funding
- Client needs (including psychological needs) and trends
- Provider economy of scale
- Past performance (recidivism rates, engagement, etc.)
- Certification status
- Extent of provision of like services by any one agency
- Ability to reliably track and provide client-based data for future performance measurement, in collaboration with County evaluation objectives
- Other factors as deemed appropriate by the funding allocation team

Because the allocation process considers a variety of factors, funding may go to qualified Proposers who did not earn the highest overall RFPQ qualification score. Therefore, it is possible to qualify under this RFPQ process and not receive a funding allocation due to resource limitations and other factors. The Department cannot predict a case load for these services and does not guarantee any particular volume of business will be offered to any applicant who qualifies to provide services, nor is there any guarantee that the Joint Departments will use the services of any applicant who is issued a contract by virtue of this application.

After Purchasing provides written solicitation results to all Proposers and with the completion of the separate allocation process by the Joint Departments, the Department staff will contact qualified Proposer(s) who will receive an allocation and begin contract negotiations. The County will be awarding Requirements Contracts for these services. Requirements Contracts do not guarantee any level of funding and funding levels may change from year to year.

All Proposers seeking to provide services must submit a proposal and receive a minimum 70% of the total points possible in order to qualify.

2.12 CONTRACT TERM

The Joint departments will use the initially qualified vendor lists as established by this RFPQ process to allocate funding and contract for up to five (5) years starting July 1, 2015, and ending June 30, 2020. Contracts may be negotiated annually. The County reserves the right to terminate existing contracts as determined appropriate and in accordance with existing contract terms and conditions. The County reserves the right to end contract service any time in accordance with the contract terms.

2.13 COMPENSATION AND METHOD OF PAYMENT

Contracts that result from this RFPQ will have varied payment structures, depending on the type of service and funding source.

In general:

- Residential Services will be paid on a fee for service basis for utilized beds.
- Outpatient Services and Recovery Support Services will be paid on a fee for service basis for services delivered per client. Payments will be made on a monthly allotment basis and reconciled on a quarterly basis.
- Housing Assistance will be reimbursed for the dollar value of client services delivered plus five percent (5%) indirect cost.
- Corrections Services to address criminal risk factors will be paid on a fee for service, per client basis.

Some services are grant funded and will be paid at fixed rate or cost reimbursement basis, depending on funder requirements.

For clients that have insurance or Medicaid coverage, covered services shall be billed to those funding sources. County shall pay for recovery support and auxiliary services that are not covered by insurance or Medicaid for eligible clients. County will pay only for those prudent and necessary services which are focused on enhancing positive treatment and recovery outcomes and well-documented in the client service/treatment plan.

2.14 INSURANCE REQUIREMENTS

The Proposer awarded a Contract as a result of this RFPQ and following an allocation process will be required to provide the insurance described in the attached Multnomah County Services Contract (See Procurement Attachments 3 and 4). Minimum requirements are also indicated in the following table:

Type of Insurance	Amount	Per Occurrence	Aggregate
Professional Liability	\$2,000,000	\$1,000,000	
Commercial General Liability	\$2,000,000	\$1,000,000	
Commercial Auto Liability	\$1,000,000	\$1,000,000	
Worker's Compensation	\$500,000		
Sex Abuse/Molestation (for residential treatment)	\$2,000,000	\$1,000,000	

PART 3 – PROPOSAL QUESTIONS AND EVALUATION CRITERIA

3.0 PROPOSAL EVALUATION AND SCORING

Evaluation of proposals received in response to the RFPQ will be conducted comprehensively, fairly, and impartially. Structured quantitative scoring methods will be used to maximize the objectivity of the evaluation. The evaluation committee of designated reviewers shall review and evaluate proposals. The committee will be composed of individuals with experience in, knowledge of, and program responsibility for program service and financing.

Evaluation Process for Written Response

Each evaluator shall independently assign a draft score to each evaluation criterion based on review of the written proposals. Then the evaluators shall meet at a Proposal Evaluation Session and share their key findings from the proposals. After sharing their findings, each evaluator shall be given an independent opportunity to revise their draft scores and to finalize them. Final scoring by each evaluator will then be summed. **Proposers must receive at least 70% of the total points possible in order to qualify.**

3.1 PROPOSAL QUESTIONS INSTRUCTIONS

Proposers must submit a complete and separate proposal for each Base Category for which they would like to be considered. Proposers must respond in full to the unique set of mandatory questions for the Base Service category being applied for. If Proposers also wish to qualify for supplemental Specialty Endorsements, then they must **also** respond to the additional questions within each of the base categories – these are identified with the name of the specialty service. Proposers applying for Specialty Endorsements must include a complete response with each Base proposal, even if the Proposer is applying for the same Specialty Endorsement(s) in multiple Base Categories. Proposers' Base Categories and Specialty Endorsements are available as follow:

I. Adult Residential Services

- a. Community Justice
- b. Dual Diagnosis
- c. Specialty Populations,
e.g., culture, gender, LGBTQ
- d. Housing for Dependent Children

II. Youth Residential Services

- a. Community Justice
- b. Dual Diagnosis
- c. Specialty Populations,
e.g., culture, gender, LGBTQ

III. Adult Outpatient Services

- a. Community Justice
- b. Dual Diagnosis
- c. Specialty Populations,
e.g., culture, gender, LGBTQ

IV. Youth Outpatient Services

- a. Community Justice
- b. Dual Diagnosis
- c. Specialty Populations,
e.g., culture, gender, LGBTQ

- Proposers applying for **Adult Residential Services** must complete the questions under **Section 3.2.1**;
- Proposers applying for **Youth Residential Services** must complete the questions under **Section 3.2.2**;
- Proposers applying for **Adult Outpatient Services** must complete the questions under **Section 3.2.3**;
- Proposers applying for **Youth Outpatient Services** must complete the questions under **Section 3.2.4**;
- And all Proposers must complete the **Responsible Business Practice** questions under **Section 3.2.5**.

Each Base Proposal is worth a total of 100 points. 75% of the point total is awarded for the specific Base Category question responses. 25% of the point total is awarded for the county's required Responsible Business Practices. Specialty Endorsements will be assessed as pass or fail. **Proposers failing to achieve 70% of the total points on the Base Proposal will not be considered further for an award under this procurement.**

Example: Proposer A submits a proposal and receives the following Section 3.5 scores from the three evaluators:

Rater A: 78 Points

Rater B: 81 Points

Rater C: 60 Points

Total Points: 219 Points

(Minimum necessary: 100 possible points x 3 evaluators x 70% = 210 Points)

As a result, Proposer A has met the minimum requirements to provide these services, since their total point score of 219 exceeds the minimum number of points required to qualify, 210. If the total points earned had been less than 210 points, then Proposer A would not have been considered further for an award under this RFPQ. **Failure to comply with these instructions may result in the rejection of the proposal.**

3.1.1 Proposal Organization: Proposals must restate the questions or use the same numbering and lettering sequence as in the RFPQ. All documents must be included and received by the deadline for the proposal to be considered.

3.1.2 Specialty Endorsements: Proposers who are seeking to **ONLY** provide a service under a Specialty Endorsement must still complete the questions for and qualify to provide the related Base Service. Proposers who are interested in qualifying for a Specialty Endorsement will indicate their interest by answering the specific questions unique to the Specialty Endorsement. Proposers who do not answer the optional Specialty Endorsement questions will not be considered for nor be eligible for any funding allocations related to that Specialty Endorsement.

3.1.3 Proposal Checklist: Following is a checklist of items to be included in the proposal. Failure to provide each item may result in rejection of the application. The checklist itself is for Proposer use and does not need to be submitted.

___ **Proposal Response Cover Page with Service Category Selection** (Solicitation Attachment #1)

___ **Signed Proposer Certifications and Representations** (Solicitation Attachment #2)

___ **Proposal (Responses to RFPQ Questions)**

___ **Base Category Questions - REQUIRED** - (10-11 pages based on category)

___ **Responsible Business Practices - REQUIRED** - (6 pp)

___ **Specialty Endorsement Questions - OPTIONAL**

___ **Criminal Justice** (3 pp)

___ **Population Specific** (2 pp per population, total page length varies)

___ **Dual Diagnosis** (2 pp)

___ **Medication Assisted Treatment** (2 pp)

___ **Housing for Dependent Children** (2 pp)

___ **Proposal Attachment A: State Letters of Approval** for the provision of A&D Treatment Services (appropriate to the service applied for) or evidence an application to the State for Certification has been made, including Culturally Specific or Women's Specific certification.

___ **Proposal Attachment B: Joint Proposal MOU** (for Joint Proposals only)

3.2 PROPOSAL QUESTIONS

Proposers must respond to all of the questions in the Base Category for which they are applying. A separate and complete proposal must be submitted for each Base Category for which the Proposer is applying. Although a separate proposal is required for each Base Category, many of the questions and responses may be the same. Page limits, possible point values, and evaluation criteria are included with each question.

3.2.1 BASE RESIDENTIAL ALCOHOL AND DRUG SERVICES FOR ADULTS (Service Category I; 11 pages maximum)

- 3.2.1.1 Overview (1 page maximum):** Provide an overview of your Adult Residential Alcohol and Drug services, including areas of expertise or excellence. Your overview should include:
- A brief statement of your experience providing alcohol and drug services;
 - Your service philosophy, program model and theoretical framework(s) that serves as a basis for your service approach.

Evaluation Criteria: 3 points possible.

- *3 pts = Proposer has a strong history, experience and/or expertise providing residential services. Program is recognized for excellence by external stakeholders. Program philosophy and model reflects the County's values and priorities.*
- *2 pts = Proposer has adequate history, experience providing residential services. May or may not have specific expertise. Program philosophy and model reflects the county's values and priorities.*
- *0-1 pt = Proposer does not have a history of providing residential services. Lacks experience. Program's philosophy is incongruent with the County's values and priorities.*

- 3.2.1.2 Evidence Based Practices (1 page maximum):** The County values high quality programs such as those that have been identified as Evidence Based Practices (EBP). Most providers incorporate a number of EBP's into their services. Identify the Evidence Based Practices (EBPs) that your agency most commonly uses to provide adult alcohol and drug services. Discuss how you train staff to implement the EBP. For each practice identified, provide an example of how the EBP is applied and evaluated to assure fidelity. If you use a specific curriculum, discuss fidelity measures used.

Evaluation Criteria: 3 points possible.

- *3 pts = Proposer identifies EBPs appropriate to the population and service. Proposer has a clear training protocol or plan for staff. Program demonstrates competence in application of the EBP and has clear fidelity evaluation practices.*
- *2 pts = Proposer uses EBPs. Proposer provides some training on the EBP. Proposer has fidelity protocols even if not fully actualized.*
- *0-1 pt = Proposer does not use EBPs or the EBPs selected are poorly implemented. Proposer does not show a clear training and supervision model for staff. Proposer lacks a clear method for monitoring fidelity.*

- 3.2.1.3 Referral and Intake (1 page maximum):** Describe your referral and intake process, including:
- How you address and reduce possible barriers to accessing treatment;
 - How you communicate with system of care partners;
 - How you manage wait lists;
 - What stabilization maintenance strategies you utilize with clients that are waiting to get into treatment, including any services you offer in this regard.

Evaluation Criteria: 3 points possible.

- *3 pts = Proposer identifies and demonstrates clear strategies to address and reduce barriers to care. Proposers have clear communication plans. Proposer manages wait lists and provides stabilization options in a manner that honors clients and offers the best options given program limitations.*
- *2 pts = Proposer is able to identify barriers and has reasonable plans to address these. Proposer communication strategy is adequate. Proposer wait list and stabilization practices are less clear.*
- *0-1 pt = Proposer lacks or has limited clear methods to address barriers. Proposer's communication with system partners is less clear. Proposer lacks appropriate wait list and stabilization strategies.*

3.2.1.4 Engagement and Retention (1 page maximum): Strong engagement and retention practices are shown to increase client success. Proposers are expected to have expertise in engaging and retaining clients, and have understanding of industry best practices to do so. Describe your approach to engagement and retention, including:

- a. How you define and measure engagement and retention;
- b. Your strategies to improve engagement and retention as needed.

Evaluation Criteria: 10 points possible.

- *8-10 pts = Proposer demonstrates knowledge of industry standards for engagement and retention and has clear means of measuring engagement and retention. Proposer offers reasonable plans or demonstrated effectiveness to increase engagement and retention.*
- *4-7 pts = Proposer has knowledge of industry standards for engagement and retention but the plan for engagement and retention is less clear. Proposer's plans to improve are also less clear.*
- *0-3 pts = Proposer does not demonstrate knowledge of industry standards for engagement and retention, lacks a clear and/or meaningful plan for engagement and retention, and has a limited response for improvement.*

3.2.1.5 Treatment (2 page maximum): All Proposers must have a current or pending Letter of Approval from the State of Oregon to provide Alcohol and Drug services (included as Attachment A of your response, not included in page count). As such, a detailed description of treatment services is not required. However, the County is interested in gaining a general understanding of your Residential Treatment services. These services may include individual, group, family, integration with other behavioral healthcare services such as mental health (separate from the Dual Diagnosis endorsement for persons with High mental health and High substance use needs), integration with physical healthcare, life skills, and/or other aspects of the general treatment model that you deem important. Please provide an overview of your Residential Treatment services that includes:

- a. Assessment and Treatment Planning;
- b. Overview of Treatment Services;
- c. Integration with other Physical and Behavioral Healthcare Services;
- d. Discharge and Level of Care planning and processes, including how you manage retention or transition across changes to Level of Care.

Evaluation Criteria: 15 points possible.

- *11-15 pts = Proposer provides a clearly developed treatment description. Treatment Placement, Planning, Level of Care Changes, and Discharge all reflect the individualized and client focused approach of the ASAM Criteria 3rd Edition. Proposer assures that care is integrated with other behavioral and physical healthcare services. Proposer offers meaningful retention/transition strategies when changes in care occur.*

- 6-10 pts = Proposer offers an appropriate model for residential care. Proposer demonstrates knowledge of the ASAM Criteria 3rd Edition in its placement, planning, level of care and discharge planning, but perhaps less clear implementation. Proposer is aware of or offers access to physical and behavioral healthcare services. Proposer discusses retention/transition strategies for changes in care, but these are less defined.
- 0-5 pts = Proposer's treatment model is undefined. Treatment placement, planning, level of care, and discharge planning does not reflect an individualized, client-focused strategy. Proposer offers limited discussion of integration with physical and behavioral healthcare. Proposer does not have a clear retention/transition strategy for changes in client care.

3.2.1.6 Recovery Support Services (2 pages maximum): As discussed throughout this proposal, the County is committed to developing and implementing a Recovery Oriented System of Care (ROSC) that offers clients better and more access to Recovery Support Services (RSS). Describe the RSS that your organization offers, including:

- a. How and when you develop a Recovery Support Services plan;
- b. How the Recovery Support Services Plan is integrated into care;
- c. The specific RSS that you offer;
- d. How you provide access to RSS in the community;
- e. If you provide Peer Recovery Mentors, discuss:
 - i. How you assure Certification and Training;
 - ii. Your supervision procedures for Peer Recovery Mentors;
 - iii. How you determine access to Peer Recovery Mentor services.

Evaluation Criteria: 20 points possible.

- 14-20 pts = Proposer develops the Recovery Support Services plan early in care and integrates it into treatment. Proposer offers some RSS and also has clearly developed strategies to help clients access RSS in the community. Client offers Peer Recovery Mentor services and demonstrates strong training, certification, supervision and of the mentors. Peer recovery Mentor services have a defined access point that is managed according to client motivation and provider capacity.
- 7-13 pts = Proposer assists clients in developing Recovery Support Services plans and shows some inclusion in services. Offers may or may not directly offer RSS, but demonstrates access to community based RSS. If offering Peer Recovery Mentor services, there is a plan for supervision and training, and access is reasonable.
- 0-6 pts = Proposer does not demonstrate strong experience with developing a Recovery Support Services plan nor how this is integrated into care. Proposer does not offer RSS and/or has limited access to RSS in the community. If offering Peer Recovery Mentor services, the supervision and training is limited, and access is not clearly described.

3.2.1.7 Housing (1 page maximum): Many individuals who struggle with alcohol and drug concerns also struggle to maintain safe and stable housing. Proposers are not required to directly provide housing services, but are encouraged to have strategies to assist clients in identifying, accessing, and moving into safe and stable housing as appropriate. Please describe your approach to supporting access to safe and stable housing including:

- a. If you own and/or manage housing available to this population;
- b. Strategies for connecting clients to safe and stable housing;
- c. If you have any staff who are either dedicated to housing, or have expertise in housing.

Evaluation Criteria: 10 points possible.

- 8-10 pts = Proposer owns or has clear access to housing for clients. Proposer demonstrates an understanding of and expertise in connecting and placing clients in safe and stable

housing. Proposer has staff who have time dedicated time to supporting client housing needs, and/or has staff who are able to demonstrate expertise in negotiating the housing environment.

- *4-7 pts = Proposer has experience connecting and placing clients in safe and stable housing. Proposer has staff who have strong knowledge of negotiating the housing environment.*
- *0-3 pts = Proposer has limited connections to housing and/or limited experience connecting and placing clients in safe and stable housing.*

3.2.1.8 Coordination and Collaboration (1 page maximum): A Recovery Oriented System of Care (ROSC) demonstrates strong coordination and collaboration of among service partners to provide clients with choice, access, and continuity. Discuss the cooperative and collaborative relationships that your organization maintains, including:

- a. How you define high quality relationships;
- b. Your goals in these relationships;
- c. A list of your relevant service partners;
- d. At least one example of a relationship that you are involved with that exemplifies these values.

Evaluation Criteria: 6 points possible.

- *5-6 pts = Proposer demonstrates a high value for service partnership as shown through a strong understanding of coordination and collaboration, identifying relevant service partners that reflect the community served. The example clearly shows how the Proposer partners with and values other providers.*
- *3-4 pts = Proposer has multiple service partnerships. These relationships may not be as value driven, but are useful. Proposer's example shows experience in coordination and/or collaboration.*
- *0-2 pts = Proposer has limited service partnerships. Proposer's values are less defined. Proposer's example does not reflect a strong partnership value.*

3.2.1.9 Quality Assurance and Service Evaluation (1 page maximum):

- a. *Quality Assurance:* Please discuss your organization's approach to quality assurance. Include any philosophy, any quality assurance models (e.g., LEAN, Six Sigma) that you use, and your general procedures.
- b. *Service Evaluation:* Discuss your methods for evaluating the effectiveness of your services; How do you know that your services are effective? Include any service outcome measures that you set and key measures that you track. How do you review these measures? How do you decide to make service improvements?

Evaluation Criteria: 5 points possible.

- *4-5 pts = Proposer has a well-defined quality assurance process and demonstrates understanding of the value of quality assurance. Proposer identifies key service measures that highlight service effectiveness, mirroring accepted industry standards. Proposer has a clear method for capturing data and weighing it against desired outcomes, with a designated person or persons with responsibility for this process.*
- *2-3 pts = Proposer has a quality assurance model and/or philosophy. Evaluation strategies less clearly defined. Leadership is less defined. Proposer does not have a clear process for applying service outcome measures to improvement methods.*
- *0-1 pts = Proposer does not have or has a limited quality assurance program and/or philosophy. Proposer has limited experience or capacity identifying, measuring, and tracking service effectiveness. Proposer has not assigned responsibility to any staff member for the collection or review of internal data.*

3.2.1.10 Service Capacity (no points assigned): The County is not asking Proposers to submit a line item budget with this proposal. Since the majority of services are fee for service based, Proposers are asked to provide, given their past history and organizational capacity, their best estimate of daily service capacity for Adult Residential Services (e.g. number of beds available). Proposers that are also seeking Specialty Endorsements should provide an estimated capacity for each of the requested endorsements. Please complete the following:

Service	Daily Capacity	
	Male	Female
Base Residential Treatment		
Specialty Endorsement		
Criminal Justice		
Dual Diagnosis		
Housing for Dependent Children		
Population Specific: (Identify)		
Population Specific: (Identify)		
Population Specific: (Identify)		
Population Specific: (Identify)		

3.2.2 BASE RESIDENTIAL ALCOHOL AND DRUG SERVICES FOR YOUTH (Service Category II; 10 pp maximum)

3.2.2.1 Overview (1 page maximum): Provide an overview of your Youth Residential Alcohol and Drug services, including areas of expertise or excellence. Your overview should include:

- a. A brief statement of your experience providing alcohol and drug services;
- b. Your service philosophy, program model, and theoretical framework(s) that serves as a basis for your service approach.

Evaluation Criteria: 3 points possible.

- 3 pts = Proposer has a strong history, experience and/or expertise providing residential services. Program is recognized for excellence by external stakeholders. Program philosophy and model reflects the County's values and priorities.
- 2 pts = Proposer has adequate history, experience providing residential services. May or may not have specific expertise. Program philosophy and model reflects the County's values and priorities.
- 0-1 pt = Proposer does not have a history of providing residential services. Lacks experience. Program's philosophy is incongruent with the County's values and priorities.

3.2.2.2 Evidence Based Practices (1 page maximum): The County values high quality programs such as those that have been identified as Evidence Based Practices (EBP). Most providers incorporate a number of EBPs into their services. Identify the Evidence Based Practices (EBPs) that your agency most commonly uses to provide Youth Alcohol and Drug Services. Discuss how you train staff to implement the EBP. For each practice identified, provide an example of how the EBP is applied and evaluated to assure fidelity. If you use a specific curriculum, discuss fidelity measures used.

Evaluation Criteria: 3 points possible.

- 3 pts = Proposer identifies EBPs appropriate to the population and service. Proposer has a clear training protocol or plan for staff. Program demonstrates competence in application of the EBP and has clear fidelity evaluation practices.

- 2 pts = Proposer uses EBPs. Proposer provides some training on the EBP. Proposer has fidelity protocols even if not fully actualized.
- 0-1 pt = Proposer does not use EBPs or the EBPs selected are poorly implemented. Proposer does not show a clear training and supervision model for staff. Proposer lacks a clear method for monitoring fidelity.

3.2.2.3 Referral and Intake (1 page maximum): Describe your referral and intake process, including:

- a. How you address and reduce possible barriers to accessing treatment;
- b. How you communicate with system of care partners;
- c. How you manage wait lists;
- d. What stabilization maintenance strategies you utilize with clients that are waiting to get into treatment, including any services you offer in this regard.

Evaluation Criteria: 3 points possible.

- 3 pts = Proposer identifies and demonstrates clear strategies to address and reduce barriers to care. Proposers have clear communication plans. Proposer manages wait lists and provides stabilization options in a manner that honors clients and offers the best options given program limitations.
- 2 pts = Proposer is able to identify barriers and has reasonable plans to address these. Proposer communication strategy is adequate. Proposer wait list and stabilization practices are less clear.
- 0-1 pt = Proposer lacks or has limited clear methods to address barriers. Proposer's communication with system partners is less clear. Proposer lacks appropriate wait list and stabilization strategies.

3.2.2.4 Engagement and Retention (1 page maximum): Strong engagement and retention practices are shown to increase client success. Proposers are expected to have expertise in engaging and retaining clients, and have understanding of industry best practices to do so. Describe your approach to engagement and retention, including:

- a. How you define and measure engagement and retention;
- b. Your strategies to improve engagement and retention as needed.

Evaluation Criteria: 10 points possible.

- 8-10 pts = Proposer demonstrates knowledge of industry standards for engagement and retention and has clear means of measuring engagement and retention. Proposer offers reasonable plans or demonstrated effectiveness to increase engagement and retention.
- 4-7 pts = Proposer has knowledge of industry standards for engagement and retention but the plan for engagement and retention is less clear. Proposer's plans to improve are also less clear.
- 0-3 pts = Proposer does not demonstrate knowledge of industry standards for engagement and retention, lacks a clear and/or meaningful plan for engagement and retention, and has a limited response for improvement.

3.2.2.5 Treatment (2 page maximum): All Proposers must have a current or pending Letter of Approval from the State of Oregon to provide Alcohol and Drug services (included as Attachment A of your response, not included in page count). As such, a detailed description of treatment services is not required. However, the County is interested in gaining a general understanding of your Residential Treatment services. These services may include individual, group, family, integration with other behavioral healthcare services such as mental health (separate from the Dual Diagnosis endorsement for persons with High mental health and High substance use needs), integration with physical healthcare, life skills, and/or other aspects of the general treatment model that you deem important. Please provide an overview of your Residential Treatment

services that includes:

- a. Assessment and Treatment Planning;
- b. Overview of Treatment Services;
- c. Integration with other Physical and Behavioral Healthcare Services;
- d. Discharge and Level of Care planning and processes, including how you manage retention or transition across changes to Level of Care.

Evaluation Criteria: 18 points possible.

- *13-18 pts = Proposer provides a clearly developed treatment description. Treatment Placement, Planning, Level of Care Changes, and Discharge all reflect the individualized and client focused approach of the ASAM Criteria 3rd Edition. Proposer assures that care is integrated with other behavioral and physical healthcare services. Proposer offers meaningful retention/transition strategies when changes in care occur.*
- *7-12 pts = Proposer offers an appropriate model for residential care. Proposer demonstrates knowledge of the ASAM Criteria 3rd Edition in its placement, planning, level of care, and discharge planning, but perhaps less clear implementation. Proposer is aware of or offers access to physical and behavioral healthcare services. Proposer discusses retention/transition strategies for changes in care, but these are less defined.*
- *0-6 pts = Proposer's treatment model is undefined. Treatment placement, planning, level of care, and discharge planning does not reflect an individualized, client-focused strategy. Proposer offers limited discussion of integration with physical and behavioral healthcare. Proposer does not have a clear retention/transition strategy for changes in client care.*

3.2.2.6 Recovery Support Services (2 pages maximum): As discussed throughout this proposal, the County is committed to developing and implementing a Recovery Oriented System of Care (ROSC) that offers clients better and more access to Recovery Support Services (RSS). Youth may encounter specific developmental issues in the need for RSS, as well as challenges accessing these. Describe the RSS that your organization offers, including:

- a. How and when you develop a Recovery Support Services plan;
- b. How the Recovery Support Services Plan is integrated into care;
- c. The specific RSS that you offer;
- d. How you provide access to RSS in the community;
- e. If you provide Peer Recovery Mentors, discuss:
 - i. How you assure Certification and Training;
 - ii. Your supervision procedures for Peer Recovery Mentors;
 - iii. How you determine access to Peer Recovery Mentor services.

Evaluation Criteria: 23 points possible.

- *17-23 pts = Proposer develops the Recovery Support Services plan early in care and integrates it into treatment. Proposer offers some RSS and also has clearly developed strategies to help clients access RSS in the community. If Proposer offers Peer Recovery Mentor services and demonstrates strong training, certification, supervision and of the mentors. Peer Recovery Mentor services have a defined access point that is managed according to client motivation and provider capacity. Provider addresses specific developmental issues for youth in both benefiting from and accessing RSS.*
- *9-16 pts = Proposer assists clients in developing Recovery Support Services plans and shows some inclusion in services. Offers may or may not directly offer RSS, but demonstrates access to community based RSS. If offering Peer Recovery Mentor services, there is a plan for supervision and training, and access is reasonable. There is little attention given to developmental issues for adolescents accessing RSS.*
- *0-8 pts = Proposer does not demonstrate strong experience with developing a Recovery Support Services plan nor how this is integrated into care. Proposer does not offer RSS*

and/or has limited access to RSS in the community. If offering Peer Recovery Mentor services, the supervision and training is limited, and access is not clearly described. Proposer does not address youth specific issues.

3.2.2.7 Coordination and Collaboration (1 page maximum): A Recovery Oriented System of Care (ROSC) demonstrates strong coordination and collaboration of among service partners to provide clients with choice, access, and continuity. Further, youth may experience additional benefits from strong service coordination. Discuss the cooperative and collaborative relationships that your organization maintains, including:

- a. How you define high quality relationships;
- b. Your goals in these relationships;
- c. A list of your relevant service partners;
- d. At least one example of a relationship that you are involved with that exemplifies these values.

Evaluation Criteria: 10 points possible.

- *7-10 pts = Proposer demonstrates a high value for service partnership as shown through a strong understanding of coordination and collaboration, identifying relevant service partners that reflect the community served. The example clearly shows how the Proposer partners with and values other youth providers.*
- *4-6 pts = Proposer has multiple service partnerships. These relationships may not be as value driven, but are useful. Proposer's example shows experience in coordination and/or collaboration.*
- *0-3 pts = Proposer has limited service partnerships. Proposer's values are less defined. Proposer's example does not reflect a strong partnership value.*

3.2.2.8 Quality Assurance and Service Evaluation (1 page maximum):

- a. *Quality Assurance:* Please discuss your organization's approach to quality assurance. Include any philosophy, any quality assurance models (e.g., LEAN, Six Sigma) that you use, and your general procedures.
- b. *Service Evaluation:* Discuss your methods for evaluating the effectiveness of your services; How do you know that your services are effective? Include any service outcome measures that you set and key measures that you track. How do you review these measures? How do you decide to make service improvements?

Evaluation Criteria: 5 points possible.

- *4-5 pts = Proposer has a well-defined quality assurance process and demonstrates understanding of the value of quality assurance. Proposer identifies key service measures that highlight service effectiveness, mirroring accepted industry standards. Proposer has a clear method for capturing data and weighing it against desired outcomes, with a designated person or persons with responsibility for this process.*
- *2-3 pts = Proposer has a quality assurance model and/or philosophy. Evaluation strategies less clearly defined. Leadership is less defined. Proposer does not have a clear process for applying service outcome measures to improvement methods.*
- *0-1 pts = Proposer does not have or has a limited quality assurance program and/or philosophy. Proposer has limited experience or capacity identifying, measuring and tracking service effectiveness. Proposer has not assigned responsibility to any staff member for the collection or review of internal data.*

3.2.2.9 Service Capacity (no points assigned): The County is not asking Proposers to submit a line item budget with this proposal. Since the majority of services are fee for service based, Proposers are asked to provide, given their past history and organizational capacity, their best estimate of daily

service capacity for Youth Residential Services (e.g. number of beds). Proposers that are also seeking Specialty Endorsements should provide an estimated capacity for each of the requested endorsements. Please complete the following:

Service	Daily Capacity	
	Male	Female
Base Youth Residential Treatment		
Specialty Endorsement		
Criminal Justice		
Dual Diagnosis		
Population Specific: (Identify)		
Population Specific: (Identify)		
Population Specific: (Identify)		

3.2.3 BASE OUTPATIENT ALCOHOL AND DRUG SERVICES FOR ADULTS (Service Category III; 11 pp maximum)

3.2.3.1 Overview (1 page maximum): Provide an overview of your Adult Outpatient Alcohol and Drug services, including areas of expertise or excellence. Your overview should include:

- a. A brief statement of your experience providing alcohol and drug services;
- b. Your service philosophy, program model and theoretical framework(s) that serves as a basis for your service approach.

Evaluation Criteria: 3 points possible.

- 3 pts = Proposer has a strong history, experience and/or expertise providing outpatient services. Program is recognized for excellence by external stakeholders. Program philosophy and model reflects the County's values and priorities.
- 2 pts = Proposer has adequate history, experience providing residential services. May or may not have specific expertise. Program philosophy and model reflects the county's values and priorities.
- 0-1 pt = Proposer does not have a history of providing residential services. Lacks experience. Program's philosophy is incongruent with the County's values and priorities.

3.2.3.2 Evidence Based Practices (1 page maximum): The County values high quality programs such as those that have been identified as Evidence Based Practices (EBP). Most providers incorporate a number of EBP's into their services. Identify the Evidence Based Practices (EBPs) that your agency most commonly uses to provide adult alcohol and drug services. Discuss how you train staff to implement the EBP. For each practice identified, provide an example of how the EBP is applied and evaluated to assure fidelity. If you use a specific curriculum, discuss fidelity measures used.

Evaluation Criteria: 3 points possible.

- 3 pts = Proposer identifies EBPs appropriate to the population and service. Proposer has a clear training protocol or plan for staff. Program demonstrates competence in application of the EBP and has clear fidelity evaluation practices.
- 2 pts = Proposer uses EBPs. Proposer provides some training on the EBP. Proposer has fidelity protocols even if not fully actualized.
- 0-1 pt = Proposer does not use EBPs or the EBPs selected are poorly implemented. Proposer does not show a clear training and supervision model for staff. Proposer lacks a clear method for monitoring fidelity.

- 3.2.3.3 Referral and Intake (1 page maximum):** Describe your referral and intake process, including:
- How you address and reduce possible barriers to accessing treatment;
 - How you communicate with system of care partners;
 - How you manage wait lists;
 - What stabilization maintenance strategies you utilize with clients that are waiting to get into treatment, including any services you offer in this regard.

Evaluation Criteria: 3 points possible.

- *3 pts = Proposer identifies and demonstrates clear strategies to address and reduce barriers to care. Proposers have clear communication plans. Proposer manages wait lists and provides stabilization options in a manner that honors clients and offers the best options given program limitations.*
- *2 pts = Proposer is able to identify barriers and has reasonable plans to address these. Proposer communication strategy is adequate. Proposer wait list and stabilization practices are less clear.*
- *0-1 pt = Proposer lacks or has limited clear methods to address barriers. Proposer's communication with system partners is less clear. Proposer lacks appropriate wait list and stabilization strategies.*

- 3.2.3.4 Engagement and Retention (1 page maximum):** Strong engagement and retention practices are shown to increase client success. Proposers are expected to have expertise in engaging and retaining clients, and have understanding of industry best practices to do so. Describe your approach to engagement and retention, including:
- How you define and measure engagement and retention;
 - Your strategies to improve engagement and retention as needed.

Evaluation Criteria: 10 points possible.

- *8-10 pts = Proposer demonstrates knowledge of industry standards for engagement and retention and has clear means of measuring engagement and retention. Proposer offers reasonable plans or demonstrated effectiveness to increase engagement and retention.*
- *4-7 pts = Proposer has knowledge of industry standards for engagement and retention but the plan for engagement and retention is less clear. Proposer's plans to improve are also less clear.*
- *0-3 pts = Proposer does not demonstrate knowledge of industry standards for engagement and retention, lacks a clear and/or meaningful plan for engagement and retention, and has a limited response for improvement.*

- 3.2.3.5 Treatment (2 page maximum):** All Proposers must have a current or pending Letter of Approval from the State of Oregon to provide Alcohol and Drug services (included as Attachment A of your response, not included in page count). As such, a detailed description of treatment services is not required. However, the County is interested in gaining a general understanding of your Outpatient Treatment services. These services may include individual, group, family, integration with other behavioral healthcare services such as mental health (separate from the Dual Diagnosis endorsement for persons with High mental health and High substance use needs), integration with physical healthcare, life skills, and/or other aspects of the general treatment model that you deem important. Please provide an overview of your Adult Outpatient Treatment services that includes:
- Assessment and Treatment Planning;
 - Overview of Treatment Services;
 - Integration with other Physical and Behavioral Healthcare Services;
 - Discharge and Level of Care planning and processes, including how you manage retention or transition across changes to Level of Care.

Evaluation Criteria: 15 points possible.

- *11-15 pts = Proposer provides a clearly developed treatment description. Treatment Placement, Planning, Level of Care Changes, and Discharge all reflect the individualized and client focused approach of the ASAM Criteria 3rd Edition. Proposer assures that care is integrated with other behavioral and physical healthcare services. Proposer offers meaningful retention/transition strategies when changes in care occur.*
- *6-10 pts = Proposer offers an appropriate model for outpatient care. Proposer demonstrates knowledge of the ASAM Criteria 3rd Edition in its placement, planning, level of care and discharge planning, but perhaps less clear implementation. Proposer is aware of or offers access to physical and behavioral healthcare services. Proposer discusses retention/transition strategies for changes in care, but these are less defined.*
- *0-5 pts = Proposer's treatment model is undefined. Treatment placement, planning, level of care, and discharge planning does not reflect an individualized, client-focused strategy. Proposer offers limited discussion of integration with physical and behavioral healthcare. Proposer does not have a clear retention/transition strategy for changes in client care.*

3.2.3.6 Recovery Support Services (2 pages maximum): As discussed throughout this proposal, the County is committed to developing and implementing a Recovery Oriented System of Care (ROSC) that offers clients better and more access to Recovery Support Services (RSS). Describe the RSS that your organization offers, including:

- a. How and when you develop a Recovery Support Services plan;
- b. How the Recovery Support Services Plan is integrated into care;
- c. The specific RSS that you offer;
- d. How you provide access to RSS in the community;
- e. If you provide Peer Recovery Mentors, discuss:
 - i. How you assure Certification and Training;
 - ii. Your supervision procedures for Peer Recovery Mentors;
 - iii. How you determine access to Peer Recovery Mentor services.

Evaluation Criteria: 20 points possible.

- *14-20 pts = Proposer develops the Recovery Support Services plan early in care and integrates it into treatment. Proposer offers some RSS and also has clearly developed strategies to help clients access RSS in the community. Client offers Peer Recovery Mentor services and demonstrates strong training, certification, supervision and of the mentors. Peer recovery Mentor services have a defined access point that is managed according to client motivation and provider capacity.*
- *7-13 pts = Proposer assists clients in developing Recovery Support Services plans and shows some inclusion in services. Offers may or may not directly offer RSS, but demonstrates access to community-based RSS. If offering Peer Recovery Mentor services, there is a plan for supervision and training, and access is reasonable.*
- *0-6 pts = Proposer does not demonstrate strong experience with developing a Recovery Support Services plan nor how this is integrated into care. Proposer does not offer RSS and/or has limited access to RSS in the community. If offering Peer Recovery Mentor services, the supervision and training is limited, and access is not clearly described.*

3.2.3.7 Housing (1 page maximum): Many individuals who struggle with alcohol and drug concerns also struggle to maintain safe and stable housing. Proposers are not required to directly provide housing services, but are encouraged to have strategies to assist clients in identifying, accessing, and moving into safe and stable housing as appropriate. Please describe your approach to supporting access to safe and stable housing including:

- a. If you own and/or manage housing available to this population;

- b. Strategies for connecting clients to safe and stable housing;
- c. If you have any staff who are either dedicated to housing, or have expertise in housing.

Evaluation Criteria: 10 points possible.

- *8-10 pts = Proposer owns or has clear access to housing for clients. Proposer demonstrates an understanding of and expertise in connecting and placing clients in safe and stable housing. Proposer has staff who has time dedicated to supporting client housing needs, and/or has staff who are able to demonstrate expertise in negotiating the housing environment.*
- *4-7 pts = Proposer has experience connecting and placing clients in safe and stable housing. Proposer has staff who have strong knowledge of negotiating the housing environment.*
- *0-3 pts = Proposer has limited connections to housing and/or limited experience connecting and placing clients in safe and stable housing.*

3.2.3.8 Coordination and Collaboration (1 page maximum): A Recovery Oriented System of Care (ROSC) demonstrates strong coordination and collaboration of among service partners to provide clients with choice, access, and continuity. Discuss the cooperative and collaborative relationships that your organization maintains, including:

- a. How you define high quality relationships;
- b. Your goals in these relationships;
- c. A list of your relevant service partners;
- d. At least one example of a relationship that you are involved with that exemplifies these values.

Evaluation Criteria: 6 points possible.

- *5-6 pts = Proposer demonstrates a high value for service partnership as shown through a strong understanding of coordination and collaboration, identifying relevant service partners that reflect the community served. The example clearly shows how the Proposer partners with and values other providers.*
- *3-4 pts = Proposer has multiple service partnerships. These relationships may not be as value driven, but are useful. Proposer's example shows experience in coordination and/or collaboration.*
- *0-2 pts = Proposer has limited service partnerships. Proposer's values are less defined. Proposer's example does not reflect a strong partnership value.*

3.2.3.9 Quality Assurance and Service Evaluation (1 page maximum):

- a. *Quality Assurance:* Please discuss your organization's approach to quality assurance. Include any philosophy, any quality assurance models (e.g., LEAN, Six Sigma) that you use, and your general procedures.
- b. *Service Evaluation:* Discuss your methods for evaluating the effectiveness of your services; How do you know that your services are effective? Include any service outcome measures that you set and key measures that you track. How do you review these measures? How do you decide to make service improvements?

Evaluation Criteria: 5 points possible.

- *4-5 pts = Proposer has a well-defined quality assurance process and demonstrates understanding of the value of quality assurance. Proposer identifies key service measures that highlight service effectiveness, mirroring accepted industry standards. Proposer has a clear method for capturing data and weighing it against desired outcomes, with a designated person or persons with responsibility for this process.*
- *2-3 pts = Proposer has a quality assurance model and/or philosophy. Evaluation strategies less clearly defined. Leadership is less defined. Proposer does not have a clear process for*

applying service outcome measures to improvement methods.

- *0-1 pts = Proposer does not have or has a limited quality assurance program and/or philosophy. Proposer has limited experience or capacity identifying, measuring and tracking service effectiveness. Proposer has not assigned responsibility to any staff member for the collection or review of internal data.*

3.2.3.10 Service Capacity (no points assigned): The County is not asking Proposers to submit a line item budget with this proposal. Since the majority of services are fee for service based, Proposers are asked to provide, given their past history and organizational capacity, their best estimate of daily service capacity for Adult Outpatient Services. In other words, based on your knowledge of your staffing pattern and maximum caseload, what would be your average number of open cases? Proposers that are also seeking Specialty Endorsements should provide an estimated capacity for each of the requested endorsements. Please complete the following:

Service	Average Daily Capacity
Base Adult Outpatient Treatment	
Specialty Endorsement	
Criminal Justice	
Dual Diagnosis	
Medication Assisted Treatment	
Population Specific: (Identify)	
Population Specific: (Identify)	
Population Specific: (Identify)	
Population Specific: (Identify)	

3.2.4 BASE OUTPATIENT ALCOHOL AND DRUG SERVICES FOR YOUTH (Service Category IV; 10 pp maximum)

3.2.4.1 Overview (1 page maximum): Provide an overview of your Youth Outpatient Alcohol and Drug services, including areas of expertise or excellence. Your overview should include:

- A brief statement of your experience providing alcohol and drug services;
- Your service philosophy, program model and theoretical framework(s) that serves as a basis for your service approach.

Evaluation Criteria: 3 points possible.

- *3 pts = Proposer has a strong history, experience and/or expertise providing residential services. Program is recognized for excellence by external stakeholders. Program philosophy and model reflects the County's values and priorities.*
- *2 pts = Proposer has adequate history, experience providing residential services. May or may not have specific expertise. Program philosophy and model reflects the county's values and priorities.*
- *0-1 pt = Proposer does not have a history of providing residential services. Lacks experience. Program's philosophy is incongruent with the County's values and priorities.*

3.2.4.2 Evidence Based Practices (1 page maximum): The County values high quality programs such as those that have been identified as Evidence Based Practices (EBP). Most providers incorporate a number of EBP's into their services. Identify the Evidence Based Practices (EBPs) that your agency most commonly uses to provide Youth Alcohol and Drug Services. Discuss how you train staff to implement the EBP. For each practice identified, provide an example of how the EBP is applied and evaluated to assure fidelity. If you use a specific curriculum, discuss fidelity measures used.

Evaluation Criteria: 3 points possible.

- *3 pts = Proposer identifies EBPs appropriate to the population and service. Proposer has a clear training protocol or plan for staff. Program demonstrates competence in application of the EBP and has clear fidelity evaluation practices.*
- *2 pts = Proposer uses EBPs. Proposer provides some training on the EBP. Proposer has fidelity protocols even if not fully actualized.*
- *0-1 pt = Proposer does not use EBPs or the EBPs selected are poorly implemented. Proposer does not show a clear training and supervision model for staff. Proposer lacks a clear method for monitoring fidelity.*

3.2.4.3 Referral and Intake (1 page maximum): Describe your referral and intake process, including:

- a. How you address and reduce possible barriers to accessing treatment;
- b. How you communicate with system of care partners;
- c. How you manage wait lists.

Evaluation Criteria: 3 points possible.

- *3 pts = Proposer identifies and demonstrates clear strategies to address and reduce barriers to care. Proposers have clear communication plans. Proposer manages wait lists and provides stabilization options in a manner that honors clients and offers the best options given program limitations.*
- *2 pts = Proposer is able to identify barriers and has reasonable plans to address these. Proposer communication strategy is adequate. Proposer wait list and stabilization practices are less clear.*
- *0-1 pt = Proposer lacks or has limited clear methods to address barriers. Proposer's communication with system partners is less clear. Proposer lacks appropriate wait list and stabilization strategies.*

3.2.4.4 Engagement and Retention (1 page maximum): Strong engagement and retention practices are shown to increase client success. Proposers are expected to have expertise in engaging and retaining clients, and have understanding of industry best practices to do so. Describe your approach to engagement and retention, including:

- a. How you define and measure engagement and retention;
- b. Your strategies to improve engagement and retention as needed.

Evaluation Criteria: 10 points possible.

- *8-10 pts = Proposer demonstrates knowledge of industry standards for engagement and retention and has clear means of measuring engagement and retention. Proposer offers reasonable plans or demonstrated effectiveness to increase engagement and retention.*
- *4-7 pts = Proposer has knowledge of industry standards for engagement and retention but the plan for engagement and retention is less clear. Proposer's plans to improve are also less clear.*
- *0-3 pts = Proposer does not demonstrate knowledge of industry standards for engagement and retention, lacks a clear and/or meaningful plan for engagement and retention, and has a limited response for improvement.*

3.2.4.5 Treatment (2 page maximum): All Proposers must have a current or pending Letter of Approval from the State of Oregon to provide Alcohol and Drug services (included as Attachment A of your response, not included in page count). As such, a detailed description of treatment services is not required. However, the County is interested in gaining a general understanding of your Youth Outpatient Treatment services. These services may include individual, group, family, integration with other behavioral healthcare services such as mental health (separate from the Dual

Diagnosis endorsement for persons with High mental health and High substance use needs), integration with physical healthcare, life skills, and/or other aspects of the general treatment model that you deem important. Please provide an overview of your Youth Outpatient Treatment services that includes:

- a. Assessment and Treatment Planning;
- b. Overview of Treatment Services;
- c. Integration with other Physical and Behavioral Healthcare Services;
- d. Discharge and Level of Care planning and processes, including how you manage retention or transition across changes to Level of Care.

Evaluation Criteria: 18 points possible.

- *12-18 pts = Proposer provides a clearly developed treatment description. Treatment Placement, Planning, Level of Care Changes, and Discharge all reflect the individualized and client focused approach of the ASAM Criteria 3rd Edition. Proposer assures that care is integrated with other behavioral and physical healthcare services. Proposer offers meaningful retention/transition strategies when changes in care occur.*
- *7-11 pts = Proposer offers an appropriate model for residential care. Proposer demonstrates knowledge of the ASAM Criteria 3rd Edition in its placement, planning, level of care and discharge planning, but perhaps less clear implementation. Proposer is aware of or offers access to physical and behavioral healthcare services. Proposer discusses retention/transition strategies for changes in care, but these are less defined.*
- *0-6 pts = Proposer's treatment model is undefined. Treatment placement, planning, level of care, and discharge planning does not reflect an individualized, client-focused strategy. Proposer offers limited discussion of integration with physical and behavioral healthcare. Proposer does not have a clear retention/transition strategy for changes in client care.*

3.2.4.6 Recovery Support Services (2 pages maximum): As discussed throughout this proposal, the County is committed to developing and implementing a Recovery Oriented System of Care (ROSC) that offers clients better and more access to Recovery Support Services (RSS). Youth may encounter specific developmental issues in the need for RSS, as well as challenges accessing these. Describe the RSS that your organization offers, including:

- a. How and when you develop a Recovery Support Services plan;
- b. How the Recovery Support Services Plan is integrated into care;
- c. The specific RSS that you offer;
- d. How you provide access to RSS in the community;
- e. If you provide Peer Recovery Mentors, discuss:
 - i. How you assure Certification and Training;
 - ii. Your supervision procedures for Peer Recovery Mentors;
 - iii. How you determine access to Peer Recovery Mentor services.

Evaluation Criteria: 23 points possible.

- *17-23 pts = Proposer develops the Recovery Support Services plan early in care and integrates it into treatment. Proposer offers some RSS and also has clearly developed strategies to help clients access RSS in the community. Client offers Peer Recovery Mentor services and demonstrates strong training, certification, supervision and of the mentors. Peer Recovery Mentor services have a defined access point that is managed according to client motivation and provider capacity. Provider addresses specific developmental issues for youth in both benefiting from and accessing RSS.*
- *9-16 pts = Proposer assists clients in developing Recovery Support Services plans and shows some inclusion in services. Offers may or may not directly offer RSS, but demonstrates access to community based RSS. If offering Peer recovery Mentor services, there is a plan for supervision and training, and access is reasonable. There is little attention given to*

developmental issues for adolescents accessing RSS.

- *0-8 pts = Proposer does not demonstrate strong experience with developing a Recovery Support Services plan nor how this is integrated into care. Proposer does not offer RSS and/or has limited access to RSS in the community. If offering Peer Recovery Mentor services, the supervision and training is limited, and access is not clearly described. Proposer does not address youth specific issues.*

3.2.4.7 Coordination and Collaboration (1 page maximum): A Recovery Oriented System of Care (ROSC) demonstrates strong coordination and collaboration of among service partners to provide clients with choice, access, and continuity. Further, youth may experience additional benefits from strong service coordination. Discuss the cooperative and collaborative relationships that your organization maintains, including:

- a. How you define high quality relationships;
- b. Your goals in these relationships;
- c. A list of your relevant service partners;
- d. At least one example of a relationship that you are involved with that exemplifies these values.

Evaluation Criteria: 10 points possible.

- *7-10 pts = Proposer demonstrates a high value for service partnership as shown through a strong understanding of coordination and collaboration, identifying relevant service partners that reflect the community served. The example clearly shows how the Proposer partners with and values other youth providers.*
- *4-6 pts = Proposer has multiple service partnerships. These relationships may not be as value driven, but are useful. Proposer's example shows experience in coordination and/or collaboration.*
- *0-3 pts = Proposer has limited service partnerships. Proposer's values are less defined. Proposer's example does not reflect a strong partnership value.*

3.2.4.8 Quality Assurance and Service Evaluation (1 page maximum):

- a. *Quality Assurance:* Please discuss your organization's approach to quality assurance. Include any philosophy, any quality assurance models (e.g., LEAN, Six Sigma) that you use, and your general procedures.
- b. *Service Evaluation:* Discuss your methods for evaluating the effectiveness of your services; How do you know that your services are effective? Include any service outcome measures that you set and key measures that you track. How do you review these measures? How do you decide to make service improvements?

Evaluation Criteria: 5 points possible.

- *4-5 pts = Proposer has a well-defined quality assurance process and demonstrates understanding of the value of quality assurance. Proposer identifies key service measures that highlight service effectiveness, mirroring accepted industry standards. Proposer has a clear method for capturing data and weighing it against desired outcomes, with a designated person or persons with responsibility for this process.*
- *2-3 pts = Proposer has a quality assurance model and/or philosophy. Evaluation strategies less clearly defined. Leadership is less defined. Proposer does not have a clear process for applying service outcome measures to improvement methods.*
- *0-1 pts = Proposer does not have or has a limited quality assurance program and/or philosophy. Proposer has limited experience or capacity identifying, measuring and tracking service effectiveness. Proposer has not assigned responsibility to any staff member for the collection or review of internal data.*

3.2.1.9 Service Capacity (no points assigned): The County is not asking Proposers to submit a line item budget with this proposal. Since the majority of services are fee for service based, Proposers are asked to provide, given their past history and organizational capacity, their best estimate of daily service capacity for Youth Outpatient Services. In other words, based on your knowledge of your staffing pattern and maximum caseload, what would be your average number of open cases? Proposer's that are also seeking Specialty Endorsements should provide an estimated capacity for each of the requested endorsements. Please complete the following:

Service	Average Daily Capacity
Base Youth Outpatient Treatment	
Specialty Endorsement	
Criminal Justice	
Dual Diagnosis	
Population Specific: (Identify)	
Population Specific: (Identify)	
Population Specific: (Identify)	
Population Specific: (Identify)	

3.2.5 RESPONSIBLE BUSINESS PRACTICES (6 pages maximum)

Vendors are an integral part of the societies and communities in which they operate. Their influence extends to the employees they depend upon, the environment from which they draw their resources and the marketplace in which they participate. Multnomah County seeks to conduct business with vendors who demonstrate responsible business practices through sustainability and social equity innovations. Because of this high value, 25% of the total proposal rating (or 25 total points) is based on these practices.

Sustainability | 10 points

3.2.5.1 Sustainable Business Practices (1 page maximum): Please specify what sustainable business practices your (agency/business/organization) engages in. These may include, but are not limited to a formal sustainability program and/or policies covering recycling measures; energy and/or water conservation; a green cleaning policy; or other actions that promote environmental conservation. Please be as specific as possible and provide at least five examples with metrics and details of practices. Include copies of reports, policies, or plans if available. If these are being included in an appendix, they will not count against the maximum page limit of the proposal. (3 pts)

Evaluation Criteria: 3 points possible.

3 pts = Proposer provides specific examples, metrics, and details of practices, and copies of reports, policies, or plans related to their sustainable business practices.

2 pts = Proposer provides a description of their sustainable business practices but does not attach specific reports or plans.

0-1 pt = Proposer does not describe a meaningful description of sustainable business practices.

3.2.5.2 Cultural Competence and Training (1 page maximum): Describe in detail your cultural competency and diversity training, and the expectations of recruited staff that will be working with diverse populations to ensure program values and goals are met. (7 pts)

Evaluation Criteria: 7 points possible.

6-7 pts = The proposer describes in detail their cultural competency and diversity training for staff that will not be working with diverse populations, and the cultural competency and diversity training for staff that will be working with diverse populations.

3-5 pts = Proposer provides an overview of cultural competency training but does not detail how staff working with culturally diverse populations receive additional support.

0-2 pts = Proposer does not provide a detailed description of their cultural diversity training model and/or staff or specific training for staff working with culturally diverse populations.

Section A. Questions for (Agencies/Businesses/Organizations) With One or More Employees (If you do not have employees, skip Section A and go on to Section B)

Social Equity | 10 points (3 pages maximum)

The County is committed to extending contracting opportunities to businesses that demonstrate social equity in the areas of workforce diversity, utilization of State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs), business practices, and health insurance and other benefits for employees. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the project. Ten points to be awarded in this solicitation have been assigned to the Social Equity criteria below.

3.2.5.3A Workforce Diversity: Describe in detail how your (agency/business/organization) develops an internal diverse workforce. How do you approach internal on-the-job training, mentoring, technical training, and/or professional development opportunities addressing diversity? Describe the process(es) used to recruit women, minorities, and/or members of other population specific groups. What types of projects or initiatives have been implemented?

3.2.5.4A Minority, Women and Emerging Small Business (MWESB) Contracting: The county recognizes that non-profit organizations are not able to be recognized as MWESBs, and much of the business conducted by non-profit organizations is with other non-profit organizations. Proposers are encouraged to consider how they partner and/or contract with organizations or programs that are Population Specific, such as culture, gender, LGBTQ, aging, and disability.

a. **Contracting and Past Performance**

MWESB: Within the past 24 months, have you awarded contracts or conducted business with State of Oregon certified MWESB businesses? If yes:

- List the State of Oregon MWESB businesses that your agency/organization/ business conducted business with during the past 24 months.
- Identify the total volume and total overall percentage of contracts awarded to MWESB businesses during the past 24 months.
- Describe any innovative or successful measures undertaken to work with MWESB businesses during the past 24 months.
- Describe any mentoring, technical or other business development services your agency/organization/ business provided to previous or current MWESB sub-consultants or partners, or will provide in relation to the goods or services in this solicitation.

Population Specific: Within the past 24 months, have you awarded contracts or conducted business with Population Specific organizations or programs, such as culture, gender, LGBTQ, veterans, aging, and disability. If yes:

- List the Population Specific organizations and programs that your agency/organization/business conducted business with during the past 24 months.
- Identify the total volume and total overall percentage of contracts awarded to Population Specific organizations or programs during the past 24 months.
- Describe any innovative or successful measures undertaken to work with Population Specific organizations or programs during the past 24 months.
- Describe any mentoring, technical or other business development services your agency/organization/ business provided to previous or current Population Specific sub-consultants or partners, or will provide in relation to the goods or services in this solicitation.

b. Sub-contracting

(If applicable to your procurement)

If you are not providing all the goods or services described in this document, answer the questions below; otherwise, proceed to question 3.2.5.5A.

- Describe your agency/business/ organization's plan for obtaining maximum utilization of State of Oregon certified MWESB firms or Population Specific organizations and programs on this project.
- Describe the outreach and recruitment efforts you intend to make or have already made to certified MWESB businesses or Population Specific services including the actual results of your efforts, if applicable.
- Describe the mentoring, technical or other business development services your agency/business/ organization will provide to MWESB businesses or Population Specific programs or organizations.
- If your agency/organization/ business will be utilizing MWESB businesses or Population Specific organizations or programs to provide the goods or services described in this document, please list those businesses and detail their role within your proposal.

3.2.5.5A Business Practices

- a. Describe in detail how your agency/business/ organization include diverse suppliers, vendors and subcontractors in the conduct of your business and supply chain. Please provide specific examples.
- b. Describe in detail the efforts and activities under taken by your business or organization to create economic and social benefits for current or future generations. Please provide specific examples.

Evaluation Criteria: 10 points possible

- *7-10 pts = Proposer has an active approach to recruiting, training and retaining a diverse workforce (including women, cultural minorities, and other population specific groups) that may include internal diversity mentoring or other professional development. Proposer intentionally contracts or partners with MWESB and/or Population Specific Providers and is able to measure those efforts. Proposer engages in innovative practices to encourage the success of MWESB or Population Specific providers. Proposer is engaged in organizational mentoring or program development/planning with MWESB's and/or Population Specific providers. Proposer's sub-contracting practices related to this proposal (if any) reflect intentional outreach and engagement with MWESB's and/or Population Specific providers (as appropriate) that enhance the continuum of services addressed through this RFPQ. Proposer has procedures to ensure a diverse vendor pool that reflects the diversity of Multnomah County. Proposer invests in future generations through activities such as volunteerism, internship programs, or other community capacity building efforts.*

- 4-6 pts = Proposer is able to describe adequate measures of recruiting, training and retaining a diverse workforce (including women, cultural minorities, and other population specific groups). Proposer contracts or partners with MWESB and/or Population Specific Providers. Proposer demonstrates support of MWESB or Population Specific providers but may not be engaged in organizational mentoring or program development/planning. Proposer's sub-contracting practices related to this proposal (if any) include MWESB's and/or Population Specific providers (as appropriate). Proposer has contracts with some diverse vendors. Proposer has some investment in future generations through activities such as volunteerism, internship programs, or other community capacity building efforts.
- 0-3 pts = Proposer has limited methods of recruiting, training and retaining a diverse workforce (including women, cultural minorities, and other population specific groups). Proposer has limited or no contracts or partners with MWESB and/or Population Specific Providers. Proposer shows limited or no intentional support of MWESB or Population Specific providers. Proposer's sub-contracting practices related to this proposal (if any) do not include MWESB's and/or Population Specific providers when it would be appropriate. Proposer does not have procedures to ensure a diverse vendor pool. Proposer does not show intentional investment in future generations or community capacity building efforts.

Employee Healthcare and Other Benefits | 5 points

The County values access to healthcare and other benefits as an important aspect of social equity. We recognize contracting with vendors who offer Healthcare and Other Benefits to their employees demonstrates responsible community stewardship. The County has assigned 5% of the total points available on this solicitation to Healthcare and Other Benefits criteria.

3.2.5.6.A.a. Employee Healthcare:

Please check the **one** statement below that applies to your (agency/business/organization):

- Proposer offers health insurance to employees that has an Actuarial Value of at least 90% or a Platinum Plan as identified by Healthcare.gov (<https://www.healthcare.gov/choose-a-plan/plans-categories/>) (3 points)
- Proposer offers health insurance to employees that has an Actuarial Value of at least 80% or a Gold Plan as identified by Healthcare.gov (<https://www.healthcare.gov/choose-a-plan/plans-categories/>)) (2 points)
- Proposer offers health insurance to employees that has an Actuarial Value of at least 70% or a Silver Plan as identified by Healthcare.gov (<https://www.healthcare.gov/choose-a-plan/plans-categories/>) (1 point)
- OR
- Proposer does not offer health insurance that has an Actuarial Value of at least 70% or a Silver Plan as identified by Healthcare.gov (<https://www.healthcare.gov/choose-a-plan/plans-categories/>) (0 points)

3.2.5.7.A.b. OTHER BENEFITS: Please select the statements that apply to your firm:

Sick Leave and Vacation Benefits

- Proposer offers paid sick leave and vacation benefits to all full time employees (1 point)
- OR
- Proposer does not offer paid sick leave and vacation benefits to all full time employees (0 points)

Retirement Benefits

- Proposer offers retirement benefits to all full time employees (1 point)
- OR
- Proposer does not offer retirement benefits to all full time employees (0 points)

**Section B. Questions for Agencies/Businesses/Organizations with No Employees
(If you completed Section A, Skip Section B and Move on to Question Category 3.2.6)**

Social Equity | 15 points (3 pages maximum)

The County is committed to extending contracting opportunities to businesses that support social equity in the areas of workforce diversity, utilization of State of Oregon certified Minority, Women and Emerging Small Businesses (MWESBs) and business practices. In order to promote economic growth, the County seeks to maximize the participation of diverse consultants, partners, contractors, and suppliers throughout the duration of the contract. Fifteen percent (15%) of the total possible points to be awarded in this solicitation have been assigned to the Social Equity criteria below.

3.2.5.1.B. Minority, Women and Emerging Small Business (MWESB) Contracting

Businesses and organizations providing Alcohol and Drug services are often non-profit organizations, which do not qualify to be recognized as MWESBs. Proposers are also encourage to consider how they partner and/or contract with non-profit organizations or programs that are Population Specific, such as culture, gender, LGBTQ, veterans, older adults, and disability.

a. Contracting and Past Performance

MWESB: Within the past 24 months, have you awarded contracts or conducted business with State of Oregon certified MWESB businesses? If yes:

- List the State of Oregon MWESB businesses that your agency/organization/ business conducted business with during the past 24 months.
- Identify the total volume and total overall percentage of contracts awarded to MWESB businesses during the past 24 months.
- Describe any innovative or successful measures undertaken to work with MWESB businesses during the past 24 months.
- Describe any mentoring, technical or other business development services your agency/organization/ business provided to previous or current MWESB sub-consultants or partners, or will provide in relation to the goods or services in this solicitation.

Population Specific: Within the past 24 months, have you awarded contracts or conducted business with Population Specific organizations or programs, such as culture, gender, LGBTQ, veterans, aging, and disability. If yes:

- List the Population Specific organizations and programs that your agency/organization/business conducted business with during the past 24 months.
- Identify the total volume and total overall percentage of contracts awarded to Population Specific organizations or programs during the past 24 months.
- Describe any innovative or successful measures undertaken to work with Population Specific organizations or programs during the past 24 months.
- Describe any mentoring, technical or other business development services your agency/organization/ business provided to previous or current Population Specific sub-consultants or partners, or will provide in relation to the goods or services in this solicitation.

b. **Sub-contracting**

(If applicable to your procurement)

If you are not providing all of the goods or services described in this document , answer the questions below; otherwise , proceed to question 3.

- Describe your agency/business/ organization's plan for obtaining maximum utilization of State of Oregon certified MWESB firms or Population Specific organizations and programs on this project.
- Describe the outreach and recruitment efforts you intend to make or have already made to certified MWESB businesses or Population Specific services including the actual results of your efforts, if applicable.
- Describe the mentoring, technical or other business development services your agency/business/ organization will provide to MWESB businesses or Population Specific programs or organizations.
- If your agency/organization/ business will be utilizing MWESB businesses or Population Specific organizations or programs to provide the goods or services described in this document, please list those businesses and detail their role within your proposal.

3.2.5.2.B Business Practices

- a. Describe in detail how your (agency/business/ organization) includes diverse suppliers, vendors and subcontractors in the conduct of your business and supply chain. Please provide specific examples.
- b. Describe in detail the efforts and activities under taken by your business or organization to create economic and social benefits for this or future generations. Please provide specific examples.
(Non-applicable for agencies)

Evaluation Criteria: 15 points possible

- *11-15 pts = Proposer intentionally contracts or partners with MWESB and/or Population Specific Providers and is able to measure those efforts. Proposer engages in innovative practices to encourage the success of MWESB or Population Specific providers. Proposer is engaged in organizational mentoring or program development/planning with MWESB's and/or Population Specific providers. Proposer's sub-contracting practices related to this proposal (if any) reflect intentional outreach and engagement with MWESB's and/or Population Specific providers (as appropriate) that enhance the continuum of services addressed through this RFPQ. Proposer has procedures to ensure a diverse vendor pool that reflects the diversity of Multnomah County. Proposer invests in future generations through activities such as volunteerism, internship programs, or other community capacity building efforts.*
- *6-10 pts = Proposer contracts or partners with MWESB and/or Population Specific Providers. Proposer demonstrates support of MWESB or Population Specific providers but may not be engaged in organizational mentoring or program development/planning. Proposer's sub-contracting practices related to this proposal (if any) include MWESB's and/or Population Specific providers (as appropriate). Proposer has contracts with some diverse vendors. Proposer has some investment in future generations through activities such as volunteerism, internship programs, or other community capacity building efforts.*
- *0-5 pts = Proposer has limited or no contracts or partners with MWESB and/or Population Specific Providers. Proposer shows limited or no intentional support of MWESB or Population Specific providers. Proposer's sub-contracting practices related to this proposal (if any) do not include MWESB's and/or Population Specific providers when it would be appropriate.*

Proposer does not have procedures to ensure a diverse vendor pool. Proposer does not show intentional investment in future generations or community capacity building efforts.

3.2.6 SPECIALTY ENDORSEMENT QUESTIONS

The County intends to contract with organizations that qualify to provide Base Services to provide specific services that fill gaps in the service continuum, or require specific expertise. Proposers that want to be considered to provide these services will respond to only the questions for the Specialty Endorsement they intend to offer. Responses for the Specialty Endorsement questions must be included with each separate Base Category proposal, even if the Proposer intends to have the same Specialty Endorsement for each. For example, a Proposer submits a proposal for Adult Residential Alcohol and Drug Services (Category I) and also submits a proposal for Adult Outpatient Alcohol and Drug Services (Category III). The Proposer wishes to provide Dual Diagnosis services for both service categories. The Proposer must complete the Specialty Endorsement questions for Dual Diagnosis and include those responses in both proposals. Specialty Endorsements will not receive point values. Each Specialty Endorsement will either be "Approved" or "Not Approved".

3.2.6.1 Criminal Justice Specialty Endorsement Questions (Maximum 3 pages)

The Department of Community Justice (DCJ) may refer clients to programs that qualify for the Criminal Justice Specialty Endorsement. DCJ will not refer clients who have higher risk to re-offend to programs that do not qualify under this endorsement. Interested proposers must address each of the following questions. Proposers wishing to provide Drug Court or other contract-specific services must complete these questions. The Specialty Endorsement is available for all four Service Categories: Adult Residential, Youth Residential, Adult Outpatient, and Youth Outpatient.

- A. Criminal Risk Factors:** Provide an overview of your understanding of criminal risk factors and how these may specifically impact alcohol and drug services.
- B. Evidence Based Practices:** Discuss any EBPs that you use with this population. Provide an example of how you use at least one of these EBPs and assure fidelity.
- C. Specific Services:** Describe specific services that you offer persons with high criminal risk factors. Discuss which of these services are integrated into your general treatment programs, and which might be specifically for persons with higher risk to re-offend.
- D. Staff:** Describe how you recruit, train, and retain staff for this population.
- E. Communication:** Describe your procedures for assuring consistent, timely, and accurate communication with DCJ staff.

Evaluation:

- *Approved: Program demonstrates knowledge and understanding of criminal risk factors. Program has identified EBPs that are specific to the criminal justice population and shows ability to implement with some fidelity. There are separate services for persons with high risk to re-offend. Response reflects the developmental needs of the base category. Staff are trained and supported to serve this population. The Program demonstrates clear procedures to allow timely communication with DCJ staff.*
- *Not Approved: Program has limited or no knowledge and understanding of criminal risk factors. Program has not identified EBPs that are specific to the criminal justice population and shows limited ability to implement with fidelity. There are **not** separate services for persons with high risk to re-offend. Response does not indicate any developmental needs specific to the base category. Staff are not well trained and supported to serve this population. The Program does not demonstrates clear procedures to allow timely communication with DCJ staff.*

3.2.6.2 Dual Diagnosis Specialty Endorsement Questions (Maximum 2 pages)

The Joint Departments recognize that many persons who have alcohol or drug disorders may also have mental health disorders. Dr. Kenneth Minkoff (2006) has been a champion of assuring that integrated care is available for persons who have co-occurring disorders (mental health and substance use). Dr. Minkoff developed a model which identifies individuals based on their level of need per area of diagnosis. It is quickly demonstrated in the following chart:

<p>Psych High/Substance High Patients with serious and persistent mental illness, who also have alcoholism and/or drug addiction, and who need treatment for addiction, for mental illness, or for both. This may include sober individuals who may benefit from psychiatric treatment in a setting which also provides sobriety support and Twelve-step Programs.</p>	<p>Psych Low/Substance High Patients with alcoholism and/or drug addiction who have significant psychiatric symptomatology and /or disability but who do NOT have serious and persistent mental illness.</p>
<p>Psych High/Substance Low Patients with serious and persistent mental illness (e.g. Schizophrenia, Major Affective Disorders with Psychosis, Serious PTSD) which is complicated by substance abuse, whether or not the patient sees substances as a problem.</p>	<p>Psych Low/ Substance Low Patients who usually present in outpatient setting with various combinations of psychiatric symptoms (e.g. anxiety, depression, family conflict) and patterns of substance misuse and abuse, but not clearcut substance dependence.</p>

Persons with high mental health and high alcohol or drug disorder needs benefit from specific services. This specialty endorsement is for providers that offer specific dual diagnosis services for persons with high mental health/high substance use needs. The Specialty Endorsement is available for all four Service Categories: Adult Residential, Youth Residential, Adult Outpatient, and Youth Outpatient.

Interested proposers must address each of the following questions.

- A.** Provide a brief overview of your understanding of and experience with persons with high dual diagnosis concerns. Proposers applying for this endorsement in a Youth Base category should consider any developmental challenges that impact your understanding.
- B.** Describe your service model, to include:
 1. How you determine that a client meets the High/High Need classification;
 2. How these services are separate from your general alcohol and drug services.
 3. Utilization of EBP(s), including an example of how you assure fidelity to the model.
 4. Timely provision of and access to medical/prescribing services.
 5. How services are integrated with other physical healthcare services.
 6. Recruitment, training and retention of staff.

Evaluation:

- *Approved: Program demonstrates understanding and experience providing services for a High/High Need population. Program has a clear method for determining if the client is appropriate for the service. Services are available that are specific to the population and developmentally appropriate. Program has experience using EBPs for this population. Program assures access to medical services and integrates with physical healthcare services. Staff are well-trained and supported.*

- *Not Approved: Program does not have a method to determine appropriateness to the program. Program does not demonstrate understanding and experience providing services for a High/High Need population. Services are not available that are specific to the population or are not responsive to the developmental needs of the base category population. Program does not have or has limited experience with using EBPs for this population. Program does not have access to medical services and has limited integration with physical healthcare services. Staff are not well-trained and supported.*

3.2.6.3 Population Specific Specialty Endorsement Questions (Maximum 2 pages per population)

Population Specific services are tailored specifically for an identified population that may be at higher risk for social exclusion, oppression, reduced access to resources and opportunities, or other social determinants of health. These populations may include: African Americans, Latinos, Asian, African, Native American, Immigrant, Slavic, Gender (Male, Female, Transgender), LGBTQ, Older Adults, Persons with Disabilities, and others. The Specialty Endorsement is available for all four Service Categories: Adult Residential, Youth Residential, Adult Outpatient, and Youth Outpatient.

For each specific population for which you offer tailored services, provide an overview of how you approach these services. Include:

- A. The values and practices that you incorporate into population specific services.
- B. What Population Specific Evidence Based Practices you use, or how you adapt EBPs to meet the needs of the population. If there are not EBP's for the specific population, describe your efforts in program design that reflects the strengths and challenges of the population.
- C. The specific services you offer for this group.
- D. How you recruit, train, and retain staff for this population. Include staff composition.
- E. How do you partner with the community (members and other providers) that represents this population?

Evaluation:

- *Approved: Provider has a clear statement of values and practices that for the specific population. Proposer uses EBPs that are either population specific or adapted to the population. If population specific EBP's are not available, Proposer discusses how they develop population specific programming. Proposer describes services that are specific to the population and are not a part of general services. Description reflects the developmental needs of the base service category. Staff composition reflects the population served. Staff are provided with population specific training. Proposer demonstrates connections with the community appropriate to the population.*
- *Not Approved: Values and practices specific to the population are unclear. Provider does not use population specific EBP's, nor adapt EBPs, nor have a clear description of how they develop programming if no EBPs are available. No separate services are offered for the specific population. Description does not reflect responsiveness to base category developmental needs. Staff does not reflect population. Staff training is not specific to the population. Proposer has limited connection to the community.*

3.2.6.4 Medication Assisted Treatment Specialty Endorsement Questions (2 pp maximum)

Via this RFPQ process, services for Synthetic Opiate Treatment, which were formerly addressed in a separate RFPQ, will be qualified under this RFPQ. The County will qualify one or more agencies or organizations to deliver Synthetic Opiate Outpatient Treatment Services—including medically monitored withdrawal (detoxification), stabilization, transition and maintenance stages—to adult Multnomah County residents who are **not enrolled in the Oregon Health Plan**

(OHP) and whose income is less than 200% of the Federal Poverty Level. This Specialty Endorsement is only available for Adult Outpatient Alcohol and Drug Services (Category III).

- A. Describe your organization's or agency's experience providing synthetic opiate outpatient treatment or related services.
- B. Describe your admissions policy and intake criteria and how those criteria will determine the inappropriateness of the client for other treatment modalities; determine the person's physiological dependence on opiates; and prevent multiple enrollments in other agencies.
- C. Describe how medical oversight is assured, what types of medical services are provided on-site, and how dosages are determined.
- D. Please describe your agency's or organization's policies and procedures for handling your stock of synthetic opiates.

Evaluation:

- *Approved:* Proposer is experienced providing Medication Assisted Treatment. Provider has an identified admissions policy and intake criteria that addresses appropriateness for care, physiological dependence, and prevents multiple enrollments. Proposer describes medical oversight and services. Proposer's policies and procedures for handling medications is appropriate.
- *Not Approved:* Proposer lacks experience. Proposer's admissions policy and intake criteria are inadequate. Proposer's medical oversight is inadequate. Proposer does not have clear policies and procedures for handling medications.

3.2.6.5 Housing for Dependent Children Specialty Endorsement Questions (2 pp maximum)

A significant barrier exists for parents hoping to enter Adult Residential Treatment. It can be challenging to find appropriate housing and care for their children when there is no other adult in the household or there is not a family member who is able to offer care for an extended period of time. Adult Residential Treatment Programs that are able to offer housing for both the parent(s) and their child(ren) address this barrier, and can be more able to integrate positive family skills and parenting into the treatment process. This Specialty Endorsement is only available for Adult Residential Alcohol and Drug Services (Category I).

- A. Describe your program's ability to house dependent children whose parents are in residential treatment. Identify the ages of the children you are able to accept, and whether these services are available for mothers, fathers, or both.
- B. Discuss how family services are incorporated into the treatment model.
- C. Fully describe the children's services that will be delivered within your residential program.

Evaluation:

- *Approved:* Proposer assures safe housing for dependent children. Proposer includes family services in the treatment model. Proposer offers an appropriate array of services for children.
- *Not Approved:* Proposer is not able to assure safe housing for dependent children. Proposer has limited family services. Proposer does not offer child specific services.

PART 4 – INSTRUCTIONS FOR SUBMITTING PROPOSALS

4.0 JOINT PROPOSALS

The County will consider joint proposals from new and existing providers. Joint proposals may take the form of partnerships, general contractor/subcontractor arrangements, or entities formed by new and existing providers. If any such arrangement is proposed, a draft written memorandum of understanding between the parties must be submitted with the Proposal setting forth the business and service delivery agreements between the parties.

4.1 MULTIPLE OR ALTERNATE PROPOSALS

Proposers may submit one complete proposal per Base Service Category. Multiple or alternate proposals per Base Service Category shall not be accepted. Multiple proposals means a Proposer submits separate, standalone proposals that may not be contingent upon any other proposal or outcome. In the event alternate proposals are not acceptable and a proposer submits alternate proposals, but clearly indicates a primary proposal, the primary proposal shall be considered for award as though it were the only proposal submitted by the proposer.

4.2 PROPOSAL INSTRUCTIONS AND CONTENT

Proposals must be 1) printed, 2) computer-generated or typewritten, 3) single-spaced, space-and-a-half or double-spaced, on 8.5" x 11" paper. All pages must be numbered. Margins must be at least ½ inch on all sides. **Proposals should use Verdana 10 point font.** Proposals using a different font type, smaller font sizes or smaller margins may be rejected.

In support of the County's sustainability goals regarding environmental impact and the disposal of paper, it is the County's preference that proposals be printed on both sides of the paper, rather than on one side only. When proposal format instructions limit the number of pages to be submitted, the page count is based on the quantity of numbered pages. **Example:** The RFPQ proposal response to the program question is limited to a page count of not more than 12 pages. This equates to not more than 6 sheets of paper that are printed on each side, or 12 pages printed on only one side.

4.3 MAXIMUM PAGE LIMIT

The total number of pages, excluding required attachments, is defined in the following chart. Pages must not exceed the limit specified per section. Attachments and supporting documents not specifically required by the RFPQ will not be evaluated. Supporting materials submitted with the proposal, if any, will not be returned. Pages in excess of the page limitation will not be submitted to the evaluators for evaluation. Unless otherwise specified, pages exceeding the standard page size of 8.5" x 11" will be counted as two or more pages, depending on the actual size of the page.

PROPOSAL SECTION	PAGE LIMIT	POINT VALUE
Base Category Questions <ul style="list-style-type: none">Category I - Adult Residential ServicesCategory II - Youth Residential ServicesCategory III - Adult Outpatient ServicesCategory IV - Youth Outpatient Services	11 10 11 10	75
Responsible Business Practices	6	25

PROPOSAL SECTION	PAGE LIMIT	POINT VALUE
Specialty Endorsement Questions:		
• Criminal Justice	3	Not Applicable
• Dual Diagnosis	2	
• Population Specific (per population)	2	
• Medication Assisted Treatment	2	
• Housing for Dependent Children	2	

4.4 PROPOSAL CONTENT

Proposers must respond to all the questions listed under Part 3, Section 3.2 – Proposal Questions and Evaluation Criteria. For each item, use the same numbering and letter sequence as found in the RFPQ, include few word summary of the question, and then provide your response. Responses must be on the forms provided by Multnomah County where applicable. You do not have to include the evaluation criteria. **Proposers should submit a separate, complete proposal (including endorsements) for each Base Category for which you are applying.**

4.5 PROPOSAL BINDING

Proposals must be stapled in the left upper corner. Do not use spiral bindings, glue, notebooks, or other methods of binding the proposal. If the document is too thick to be held with a single staple, secure the document with a metal clip which can be easily removed for copying purposes.

4.6 PROPOSAL PACKAGING

Proposals shall be submitted in a sealed envelope appropriately marked with the Proposal title, RFPQ number, and the name and address of the Proposer. **There should be a separate, complete proposal (including endorsements) for each Base Category for which you are applying.** If the requested copies do not fit into an envelope, enclose all copies in a box, seal it and attach a sheet of paper with the following information to the top of the box: (1) Proposal title, (2) RFPQ number, and (3) the name and address of the Proposer. Please use the minimum amount of tape necessary to seal the box.

4.7 PROPOSAL COPIES AND SUBMISSION

*Proposers must submit one 1 original and 1 complete copy of the proposal to: Multnomah County Purchasing, 501 SE Hawthorne Blvd., Suite 125 Portland, OR 97214, no later than 4:00 p.m. on the proposal due date listed in the timeline. **PROPOSALS MUST BE TIME STAMPED AT THE PURCHASING BID DESK BY THE STATED DATE. LATE PROPOSALS WILL NOT BE CONSIDERED.***

4.8 MINIMUM REQUIREMENTS

Failure to meet a required minimum proposal requirement item will result in the rejection of the proposal and evaluators will not see the proposal

4.8.1 Timely Submittal

The proposal response must be received by Multnomah County Purchasing and be time stamped no later than 4:00 p.m. January 26, 2015.

4.8.2 Memorandum of Understanding

If Proposer is submitting proposal as a lead agency providing services through a consortium, a draft copy of the working agreement or Memorandum of Understanding MOU between the Proposer and all the participating members of the consortium must be included with the proposal. The MOU does not count against page limitations. Attach to your proposal as Attachment B.

4.8.3 Offeror Representations and Certifications

All Proposers are to submit a SIGNED Offeror Representations and Certifications [Attachment 2], and it will not count against the total page limitation. Failure to sign a completed Offeror Representations and Certifications form may result in rejection of the proposal.

4.8.4 Letter of Approval

All Proposers must submit their current or pending Letter of Approval to provide Alcohol and Drug Treatment Services for each site covered through the proposal, as well as any additional certifications for childcare, specialty populations. Attach to your proposal as Attachment A.

4.8.5 At the time of Contracting, Proposers must meet the following minimum requirements. Failure to provide any of the required documents or meet any of the below requirements shall result in cancellation of the contract.

- Proposers must be legal entities, currently registered to do business in the State of Oregon (per ORS 60.701).
- If current contractor, Proposer must be in compliance with contract requirements.
- Proposer must be able to fully implement services starting July 1, 2015.
- Proposer must have a current State Letter of Approval to provide contracted services.

ATTACHMENT 1
PROPOSER RESPONSE COVER PAGE
(Does not count toward page limit)



REQUEST FOR PROGRAMMATIC QUALIFICATIONS

RFPQ No. 4000003088

ALCOHOL AND DRUG (A/D) SERVICES

Mark One:

- Base Category I: Adult Residential Services
- Base Category II: Youth Residential Services
- Base Category III: Adult Outpatient Services
- Base Category IV: Youth Outpatient Services

**PROPOSAL
SUBMITTED BY:**

(Proposer Business Name)

Contact information below should be for RFP representative of Proposer.

CONTACT NAME: _____

**CONTACT
EMAIL:** _____

**CONTACT
PHONE NUMBER:** _____

ATTACHMENT 2

PROPOSER REPRESENTATIONS AND CERTIFICATIONS (Does not count toward page limit)

FAILURE OF THE PROPOSER TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 180 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

PROPOSER NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

STATE OF INCORPORATION: _____ DATE OF INCORPORATION: _____

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S. Corporation Non-Profit Government
 Other: _____

OREGON MWESB CERTIFICATION NUMBER: _____ Minority Owned Woman Owned Emerging, Small N/A

ASSURANCES - The Proposer attests that:

The person signing this offer has the authority to submit an offer and to represent Proposer in all phases of this procurement process;

The information provided herein is true and accurate;

The Proposer is a resident proposer, as described in ORS 279A.120, of the State of _____, [insert State] and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110;

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (j)(b);

Any false statement may disqualify this offer from further consideration or be cause of contract termination; and

The Proposer will notify the Department Contracts Officer within 30 days of any change in the information provided on this form.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Proposer certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

CERTIFICATION REGARDING CONFLICT OF INTEREST

“Organizational conflict of interest” means that, because of other activities or relationships with other persons or firms, a Contractor or Consultant (including its principal participants, directors, proposed consultants or subcontractors) would be unable or potentially unable to render impartial, technically sound assistance or advice to Multnomah County; or the Contractor’s or Consultant’s objectivity in performing the Work would or might be otherwise impaired. The Proposer certifies to the best of its knowledge and believes that neither it nor any of its principal participants and agents:

1. Has any relationships with any firms or individuals that are or appear to be an organizational conflict of interest.
2. Has or has had the following relationships with the specific firm(s)/individual(s), identified below, which may be determined to be an organizational conflict of interest. I understand that based on the information provided by Proposer, Multnomah County may exclude the Proposer from further consideration and may withdraw its selection if the real or apparent organizational conflict of interest cannot be avoided or mitigated. Proposer further certifies that the degree and extent of the relationship of the Proposer with these named firm(s)/individual(s) have been fully disclosed below.

Where Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Proposer from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Signature: _____ Date: _____

Print Name & Title: _____

Contact Person for this Procurement: _____

Phone: _____ Email: _____



SOLICITATION ATTACHMENT 3
[Sample DCJ Contract]

MULTNOMAH COUNTY SERVICES CONTRACT
Contract Number: [insert contract number]

This contract ("Contract") is between MULTNOMAH COUNTY ("County") and [insert contractor name] ("Contractor"), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: [insert]
CITY, STATE, ZIP: [insert]

The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be [insert date] or the date on which all parties have signed this Contract, whichever is later. Unless earlier terminated as provided below, the termination date shall be [insert date].

Statement of Work. Contractor shall perform the work described in Exhibit 1 ("Work").

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This contract includes the following Standard Terms and Conditions and the terms and conditions contained in the following attached documents:

[Guidance: Below is the recommended format for detailing any exhibits to the contract. Exhibits 1-11 are established and may not be re-numbered/re-named. Exhibit name and number indicated below must match the name and number on the corresponding exhibit. Exhibits not used and out of sequence must be noted as intentionally omitted.]

Exhibits

Exhibit Number	Description
1	Statement of Work, Compensation, Payment, and Renewal Terms
2	Insurance Requirements
3	Certification Statement for Corporation or Independent Contractor
4	Worker's Compensation Exemption Certificate
5	NOT USED
6	Invoice/Budget Forms
7	Criminal History Background Authorization
8	Accounts Payable Electronic Payment Authorization
[Insert As Needed]	[Insert additional exhibits as needed]

Attachments

[Guidance: Below is the recommended format for detailing any attachments to the contract. Attachment H is established, and may not be re-lettered/re-named. Attachment name and letter, indicated below, must match the name and letter on the corresponding attachment.]

Attachment Letter	Description
H	Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement
[Insert As Needed]	[Insert additional attachments as needed]

MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: [insert contract number]

CONTRACTOR SIGNATURE

I have read this Contract including the attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.

Signature: DO NOT SIGN--- SAMPLE ONLY

Title: _____

Name (print): SAMPLE ONLY

Date: _____

MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: _____

Date: _____

Department Director Review (optional):

Director or Designee: _____

Date: _____

County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: _____

Date: _____

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Subcontracts and Assignment.** Contractor shall not subcontract any of the Work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
3. **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 or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
4. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their successors and approved assigns, if any.
5. **Early Termination.** This Contract may be terminated as follows:
 - a. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
 - c. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
 - d. Notwithstanding section 5(c), County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.
6. **Payment on Early Termination.** Upon termination pursuant to section 5, payment shall be made as follows:
 - a. If terminated under 5(a) or 5(b) for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
 - b. If terminated under 5(c) by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
 - c. If terminated under 5(c) or 5(d) by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.
7. **Remedies.** In the event of breach of this Contract the Parties shall have the following remedies:
 - a. If terminated under 5(c) by the County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds

the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

- b. In addition to the remedies in sections 5 and 7 for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are available.
- c. If the County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

- 8. **Access to Records.** Contractor shall retain, maintain and keep accessible all records relevant to this Contract ("Records") for a minimum of six (6) years, following Contract termination or full performance or any longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later. Contractor shall maintain all financial Records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Contractor shall permit the County's authorized representatives access to the Records at reasonable times and places for purposes of examination and copying.
- 9. **Ownership of Work.** For purposes of this Contract, "Work Product" means all services Contractor delivers or is required to deliver to County pursuant to this Contract. "Contractor Intellectual Property" means any intellectual property owned by Contractor and developed independently from services.

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. However, all Work Product created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the County. All Work Product authored by Contractor under this Contract shall be deemed "works made for hire" to the extent permitted by the United States Copyright Act. To the extent County is not the owner of the intellectual property rights in such Work Product, Contractor hereby irrevocably assigns to County any and all of its rights, title and interest in such Work Product. Upon County's reasonable request, Contractor shall execute such further documents and instruments reasonably necessary to fully vest such rights in County. Contractor forever waives any and all rights relating to such Work Product created under this Contract, 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.

If intellectual property rights in the Work Product are Contractor Intellectual Property, Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

Compliance with Applicable Law. Contractor shall comply with all federal, state, and local laws applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation ORS 279B.020, 279B.220, 279B.230, and 279B.235.

Indemnity. Contractor shall defend, save, hold harmless, and indemnify County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Multnomah County Attorney's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Multnomah County Attorney's Office. County may, at its election and expense, assume its own defense and settlement.

Insurance. Contractor shall provide insurance in accordance with Exhibit 2.

13. **Waiver.** The failure of the County to enforce any provision of this Contract shall not constitute a waiver by the County of that or any other provision. Waiver of any default under this Contract by County shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- .. **Governing Law/Venue.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Multnomah County, Oregon. Any legal action involving any question arising under this Contract must be brought in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.
- .. **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 invalid.
- .. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the Parties. All understandings and agreements between the Parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- .. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall not discriminate against minority-owned, women-owned or emerging small businesses. Contractor shall include a provision in each subcontract requiring subcontractors to comply with the requirements of this clause.
- .. **EEO Compliance.** Contractor agrees that if, at any time under the term of this contract, it has employees and will earn more than \$75,000 as a result of this contract, Contractor will not:
- a. Discriminate against employees or applicants based on race, color, religion, sex, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, or source of income;
 - b. Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
 - c. Coerce the political activity of any person;
 - d. Deceive or willfully obstruct anyone from competing for employment;
 - e. Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
 - f. Give improper preference or advantage to anyone so as to improve or injure the employment prospects of that person or any other employee or applicant.
19. **Non-appropriation Clause.** If payment for Work under this Contract extends into the County's next fiscal year, County's obligation to pay for such Work is subject to approval of future appropriations to fund this Contract by the Board of County Commissioners of Multnomah County, Oregon.
20. **Warranties.** Contractor represents and warrants to County that: (a) Contractor has the power and authority to enter into and perform the Contract; (b) the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and (c) Contractor's performance under the Contract shall be in a good and workmanlike manner and in accordance with professional standards applicable to the Work.

**DEPARTMENT OF COMMUNITY JUSTICE
ADDITIONAL TERMS AND CONDITIONS**

1. **No Religious Content.** Materials disseminated in any of the programs or services funded under this Contract shall not contain any religious content. The language of this section is not intended to abridge a client's individual right to exercise freedom of religion or speech.
2. **Record Confidentiality.** CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.
3. **Corrective Action.** In addition to the remedies in Paragraphs 5 (Early Termination) and 7 (Remedies) above, if County finds Contractor not in compliance with contract conditions, or identified program deficiencies, County may issue a written corrective action plan. If Contractor fails to complete the terms of its corrective action plan, County may, upon written notice to Contractor, impose sanctions, including, but not limited to, withholding funds, disallowance of costs, suspension of payments, or immediate termination of this Contract.
4. **Change in Staffing.** CONTRACTOR shall submit written notification to COUNTY of any change in staffing in the following positions: Executive Director, Program Manager, Clinical Supervisor, Chief Financial Officer and any position that may be assigned as a contract liaison. This notification must occur within 30 days of such a change. This notification will include relevant details of the change (e.g., which position, name of new staff, status [interim or permanent]), plans for replacement if a vacancy is created, or the plan for restructuring the service delivery if there are no plans to fill the vacancy.
5. **Restrictions on Hiring.** No individual currently under juvenile or adult probation, parole, or post-prison supervision may perform services on any DCJ contracted program, whether directly or indirectly. If CONTRACTOR currently employs a person under such supervision or is considering hiring an employee under supervision, CONTRACTOR may request an exemption from the restriction through the Informal Dispute Resolution Process described in Section 8 herein.

For Sections 6, 7, and 8, the contact information is as follows:

**Deputy Director
Department of Community Justice
501 SE Hawthorne Blvd., Suite 250
Portland, OR 97214
Telephone: (503) 988-3701
Fax: (503) 988-3990**

6. **Cooperation with the Media.** If CONTRACTOR is contacted by the media for information regarding services and/or clients served under this Contract, CONTRACTOR is required to notify the **Deputy Director** (contact information provided above) who will determine and coordinate the appropriate response.
7. **Critical Incident Reporting.** CONTRACTOR shall notify the Deputy Director (contact information provided above) by telephone within the same working day of a critical incident. If the incident occurs after normal business hours or on a holiday or weekend, the report is to be made on the next business day. A written report shall be submitted within three (3) business days of the incident. The initial phone call shall be made to and the subsequent written report shall be sent to the Deputy Director.

A critical incident is defined as:

- a. any event likely to elicit heightened public interest or litigation;
- b. an incident that punishes, endangers, or otherwise harms a consumer as a result of staff action or inaction;

- c. the death of a client;
- d. a suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client;
- e. criminal charges brought against a staff member or subcontract staff member involving a client;
- f. professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation;
- g. a medication error which results in a client death, serious injury, or hospitalization;
- h. actions by a client that result in the death or serious injury of another person; and
- i. any incident deemed by CONTRACTOR to be of a critical nature.

The Deputy Director shall determine the appropriate follow-up. CONTRACTOR shall fully cooperate in any fact-finding inquiry that may be conducted.

8. Informal Dispute Resolution. The parties shall use the following procedure if CONTRACTOR has complaints or concerns regarding this Contract:

CONTRACTOR may contact COUNTY to informally discuss CONTRACTOR'S complaints or concerns.

If the matter remains unresolved after the informal discussion, CONTRACTOR may submit a letter or other documentation to COUNTY'S designee as specified herein setting forth CONTRACTOR'S complaints or concerns. Within 10 days of receiving CONTRACTOR'S letter, COUNTY shall contact CONTRACTOR and attempt to resolve the matter. The COUNTY's designee is the **Deputy Director** (contact information provided above).

If the matter remains unresolved CONTRACTOR may submit a letter or other documentation to the department director setting forth CONTRACTOR'S complaints or concerns. The department director or the director's designee shall contact CONTRACTOR promptly and attempt to resolve the matter.

If the matter remains unresolved, the parties may enter into mediation, if mutually agreed upon by the parties.

Nothing in this paragraph shall affect either party's rights or obligations under paragraph 5.

9. Inflationary Adjustment. If County decides to provide an inflationary adjustment that increases the original contract amount, County will notify Contractor of the increase by written memorandum. The memorandum will identify the amount of the increase, the effective date, and the new contract amount. The purpose of the inflationary adjustment is to address service cost escalation and not an expectation of increased service. Any monetary changes to the contract compensation, other than an inflationary adjustment, will be incorporated by amendment.



MULTNOMAH COUNTY SERVICES CONTRACT
Contract Number: [insert contract number]

EXHIBIT 1: STATEMENT OF WORK, COMPENSATION, PAYMENT, AND RENEWAL TERMS

1. **Contractor shall perform the following work:**
 [Enter information]

2. **The maximum payment under this Contract, including expenses, is \$[enter total amount].**

3. **Contractor shall be paid for the work on the following basis:**
 [Enter information]

4. **Contractor shall submit invoices for the Work as follows: ***
 [Enter information]

5. **In addition to the payment provided for in Section 3, County will pay expenses on the following terms and conditions:**
 [Enter information]

6. **The Contract may be renewed on the following basis [optional]:**
 [Enter information]

7. **If this Contract is a subaward (making Contractor a subrecipient of Federal funds), the Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below, along with other information about the federal award. Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB C. A-133.) if such an audit is required by federal regulations.**

CFDA #	Program Title
[enter number]	[enter title]

*County shall have the right to withhold from payments due Contractor such sums as are necessary in County's sole opinion to protect County from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors. County shall not be obligated to pay Contractor until it has inspected and affirmatively accepted Contractor's work.

**EXHIBIT 2
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No.
INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below: **

Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 or CCB (Construction Contractors Board) for all subject workers. Contractor and all subcontractors of Contractor **with one or more employees must have this insurance unless exempt under ORS 656.027**(See Exhibit 4).

Employer's Liability Insurance with coverage limits of not less than \$500,000 must be included.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage, and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

Out-of-state Contractors with one or more employees working in Oregon in relation to this contract must have Workers' Compensation coverage from a state with extraterritorial reciprocity, or they must obtain Oregon specific Workers' Compensation coverage. ORS 656.126.

Professional Liability insurance covering any damages caused by error, omission or any negligent acts of the Contractor, its sub-contractors, agents, officers, or employees performance under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000. **If this box is checked, the limits shall be \$4,000,000 per occurrence and in annual aggregate.**

Required by County Not required by County (**Needs Risk Manager's Approval**)

Commercial General Liability insurance with coverages satisfactory to the County, on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of \$2,000,000. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). **If this box is checked the limits shall be \$4,000,000 per occurrence and in annual aggregate.**

Required by County Not required by County (**Needs Risk Manager's Approval**)

Commercial Automobile Liability covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.

If this box is checked the limits shall be \$4,000,000 per occurrence.

Required by County Not required by County (**Required if vendor is transporting and/or driving as part of performing the duties specified in the contract**)

Additional Requirements: Coverage must be provided by an insurance company authorized to do business in Oregon or rated A- or better by Best's Insurance Rating. Contractor shall pay all deductibles and retentions. Contractor's coverage will be primary in the event of loss.

Tail Coverage - If any of the liability insurance coverages shown are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the Contract. If continuous "claims made" coverage is used, Contractor shall keep the coverage in effect for duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.

Certificate of Insurance Required: Contractor shall furnish a current Certificate of Insurance to the County. **Contractor shall provide renewal Certificates of Insurance upon expiration of any of the required insurance coverages. Contractor shall immediately notify the County of any change in insurance coverage.** The Certificate shall also state the deductible or retention level. **If this box is checked, the State of Oregon shall also be named as an Additional Insured.**

The County must be listed as an Additional Insured by Endorsement on any General Liability Policy on a primary and non-contributory basis. Such coverage will specifically include products and completed operations coverage. The Certificate shall state the following in the description of operations: "Additional Insured Form (include form number) attached. This form is subject to policy terms, conditions and exclusions." A copy of the additional insured endorsement shall be attached to the certificate of insurance required by this contract. If requested, complete copies of insurance policies shall be provided to the County. **Certificate holder should be: Multnomah County Risk Management, 501 SE Hawthorne Ave. Suite 400, Portland, OR 97214.**

Where in the County to send your Certificate of Insurance. Risk Management has an email address that all insurance certificates should be sent to: insurance@multco.us. **Additional originals, hard copies, or faxes are not necessary.**

Completed by: _____
Contract Originator

ATTACHMENT 4
(DCHS Department-Wide Conditions)

DCHS CONTRACT ATTACHMENT B
DCHS DEPARTMENT-WIDE CONDITIONS

1. **Assignment and Subcontracting.** In addition to Section 2 of the Standard Terms and Conditions of this Contract, the Contractor expressly acknowledges responsibility for performance of any subcontractor chosen without prior County approval. Contractor shall require its subcontractors to comply in writing with the terms of this agreement concerning provision of services and provide the same assurances as the Contractor must in its use of federal and state funds.
2. **Contract between Other Funding Sources and County.** If Contractor is paid with funds County receives by contract from other funding sources, Contractor agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, Contractor agrees to provide services to Oregon Health Plan (OHP) clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.
3. **Confidentiality.** Contractor shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality and applicable provisions in Attachment C, Program General Conditions of this Contract.
4. **Cost Shifting.** Contractor shall not transfer Contract funds from one service to another without a Contract amendment or written County approval.
5. **Contractor Publicity.** Contractor shall reference Multnomah County Department of County Human Services as a funding source in all flyers and brochures that advertise the contracted services program. Contractor should also reference the specific program area or service system. County reserves the right to approve the language used to reference Multnomah County.
6. **Cultural Competence.** Contractor agrees to maintain and update annually a written Cultural Competency Plan. This plan must contain measurable objectives, timelines, and persons responsible for all elements. The plan will outline policies and activities that promote culturally competent services and must address, at a minimum, the following topics:
 - a. Non-discrimination in Service Delivery
 - b. Accessibility to Services
 - c. Training
 - d. Culturally Specific Programs and Services
 - e. Community Outreach
 - f. Plan Evaluation

Contractor's plan shall be evaluated annually by Contractor's Board of Directors or other governing body. If plan revisions are necessary, the Contractor's governing body shall develop and implement revisions to the plan. The Plan shall be available to the County upon request.

7. **EEO Certification Requirements.** Contractor must maintain Equal Employment Opportunity Employer (EEO) status throughout the term of this Contract. Failure to maintain EEO certification may result in termination of this Contract. County's PCRB Rule 60.0040 (1) requires that Contractors furnishing goods and services to the County in excess of \$75,000 in one year must be certified as an Equal Employment Opportunity Employer.
8. **Fiscal, Administrative, and Audit Requirements.**
 - a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules, County financial procedures as contained in the *Countywide Contractor's Fiscal Policies & Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>, and applicable federal rules and regulations, including the Single Audit Act Amendment of 1996 (Public Law 104-156); other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the Contractor under this Contract shall be accessible to County upon request.
 - b. Contractor represents that prices and costs established for each service under this Contract are reasonable and equitable. County shall have the right, at reasonable times during this Contract, to conduct site visits and reviews of all Contractor's books, documents, papers, and records necessary to establish that such charges to County are reasonable

in relation to costs incurred by Contractor in providing such services under this Contract. Contractor further agrees to provide access to all books, documents, papers, and records of Contractor which are pertinent to this Contract, including all centralized systems and records, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and County personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the Contractor. If a Contract cost is disallowed after reimbursement has occurred, the Contractor shall make prompt repayment of such cost.

- c. Contractor shall be subject to a County administrative review to monitor compliance with the County 's administrative qualifications requirements. The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by Contractor or deficiencies in results of a prior review.
 - d. Contractor shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be conducted periodically, as described in the *Countywide Contractor's Fiscal Policies & Procedures Manual*. If Contractor's corporate headquarters are out of state, Contractor agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
 - e. Contractor shall be subject to Audit Requirements pursuant to the *Countywide Contractor's Fiscal Policies & Procedures Manual ("Manual")*. Audits must meet the criteria outlined in the *Manual*.
 - f. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.
 - g. Contractor, if it is a state, local government or non-profit organization and a sub-recipient of federal funds, shall meet the audit requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," which implements the federal Single Audit Act Amendment of 1996, Public Law 104-156.
 - h. Limited Scope and Full Audits, including the Management Letter associated with the audit if issued, and all specifications identified in the *Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than eight (8) months after the end of the Contractor 's fiscal year. If Contractor 's fiscal year ends during the term of this Contract, the audit may cover the Contractor 's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.
9. **Grievances.** Contractor must establish a system of written procedures through which a client or family member may present grievances about the operation of Contractor 's services. Contractor shall provide these written procedures to the County upon request and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures and any applicable grievance forms in areas frequented by clients. Contractor shall, upon request, provide advice to such persons as to the grievance procedure.
10. **Indemnification of County Funding Source.** In addition to Section 11 of the Standard Terms and Conditions of this Contract, if Contractor receives payment from funds received by County through contracts with the State or other external funding sources, the Contractor agrees to indemnify, defend, and hold harmless the State of Oregon, other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of Contractor, its employees, agents, or subcontractors.
11. **Independent Contractor Status.** Contractor is an independent contractor and is solely responsible for the conduct of its programs. Contractor, its employees and agents shall not be deemed employees or agents of County, State of Oregon, or the federal government for any purpose. Contractor is responsible for all federal, state, and local taxes and fees applicable to payments for services under this Contract.
12. **Insurance and Bonding.** In addition to the insurance requirements identified in Exhibit 2:
- a. All property and equipment purchased and received by Contractor under this Contract must be insured by Contractor against fire, theft, and destruction to assure continuation of Contract services.
 - b. Contractor (except city, county, and state governments, municipalities, and public school districts) may be required to obtain and maintain at all times during the term of this Contract a fidelity bond (dishonesty policy) of not less than \$50,000 effective at the time the Contract commences, covering activities of all persons responsible for collection and

expenditures of funds.

13. Monitoring and Enforcement.

- a. County is responsible for monitoring and reviewing the activities of Contractor to ensure that all services provided by Contractor under this Contract conform to state, federal, and County standards and other performance requirements specified in the Contract. County shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.
- b. Contractor shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of County, State, or federal governments. Contractor shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this Contract, when requested to do so by County for purpose of Contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, Contractor shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

14. Operating Hours. Contractor shall notify County in writing, ten (10) working days in advance of any change in operating hours, temporary (three months or less) closure of admissions to any service funded through this Contract, or temporary closure for any reason other than Contractor's standard holidays. Contractor shall immediately notify County in the case of unanticipated closures. Notification shall be made to:

DCHS Director/ Director's Designee
Department of County Human Services, Director's Office
421 SW Oak Street, Suite 240
Portland, OR 97204

15. Program Reporting Requirements.

- a. Contractor shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by County. Contractor grants the County the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.
- b. Contractor shall use the service definitions and the standardized forms provided by County for recording and reporting purposes.
- c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by County. Program reports which are not received by the time specified or are substantially incorrect may result in delayed payment.
- d. All final program reports shall be submitted to the County by the thirtieth (30th) calendar day following the end of the effective period for that program.

16. Property Management. Contractors receiving funds specifically for property shall comply with the following:

- a. If Contractor purchases property valued at \$5,000 or more, solely with State funds received under this Contract, that property belongs to the State. If Contractor purchases property valued at \$5,000 or more, solely with County funds, that property belongs to the County. If Contractor purchases property valued at \$5,000 or more, in whole or in part with Federal funds that property belongs to the Federal Government.
- b. Contractor shall maintain the property and a property control system in compliance with federal regulations, 45 CFR Part 74.30 – 74.37, , Property Standards. A physical inventory shall be conducted annually to verify existence of the property, current use, and continued need for the property.
- c. Within forty-five (45) calendar days of Contract termination, Contractor shall transfer the property to County, State, or Federal Government, if so directed by the relevant funding source.
- d. Contractor is required to solicit and retain a minimum of three (3) written bids when making purchases of equipment or property valued at more than \$5,000 per item if Contractor is a non-governmental entity, or more than \$10,000 if Contractor is a governmental entity.

17. **Record Retention.** In addition to Section 8 of the Standard Terms and Conditions of this Contract, access to records, all books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this Contract shall be retained for three (3) years from the date of expiration or termination of Contract, unless otherwise specified in Attachment C. Program General Conditions or as follows:
- a. If any audit questions remain unresolved at the end of this three (3) year period, all records shall be retained until resolution.
 - b. Records involving matters in litigation shall be kept no less than one (1) year after resolution of all litigation, including appeals.
 - c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.
 - d. Records for any displaced person shall be retained for three (3) years after such person has received final payment.
 - e. Records pertaining to each real property acquisition shall be retained for three (3) years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.
 - f. Records required to be maintained for periods longer than three (3) years as required by statutes, regulations, State or federal codes.
18. **Transition of Services.** In the event that a Request for Proposal conducted during the fiscal year results in the award of the Contract to a different provider or County terminates or decides not to renew the Contract for any reason, Contractor agrees to make every reasonable effort to assure a smooth transition. Contractor shall take steps to assure that necessary copies of the original case files are transferred to the new Contractor, pursuant to federal/state regulations on confidentiality.
19. **Reporting and Investigation of Suspected Fraud and Embezzlement.** Contractor will report in writing the details of any cases of suspected fraud and embezzlement involving its employees or the employees of its subcontractors to the County not later than one working (1) day after the date the alleged activity comes to Contractor's attention. The report will describe the incidents and action being taken to resolve the problem. The report will be sent to:

DCHS Director/Director's Designee
Department of County Human Services, Director's Office
421 SW Oak Street, Suite 240
Portland, OR 97204

In cases of suspected fraud and embezzlement involving County's funds and resources, Contractor will be responsible for investigating cases involving its employees or employees of subcontractors. Contractor is responsible for referral to the proper legal authorities. County may assume control of any case not handled to the County's satisfaction.

In cases of suspected fraud and embezzlement which do not involve funds and resources of the County, Contractor will seek resolution of the problem. County may intervene in cases involving resources of clients served by Contractor. County will review all cases of suspected fraud or embezzlement whether or not County resources appear to be at risk. Contractor will adopt and follow any internal control procedures, which the County decides are needed. Failure of the Contractor to adopt or follow such procedures will be considered a breach of this Contract and will be dealt with according to provisions in the Standard Terms and Conditions, Section 5.c.

20. Dispute Resolution.

- a. Contractor may submit a letter documenting any complaints or concerns about the terms of this Contract to:

DCHS Director/Director's Designee
Department of County Human Services, Director's Office
421 SW Oak Street, Suite 240
Portland, OR 97204

- b. Director or Director's designee will call Contractor within ten (10) days of receipt of the letter to discuss the letter and schedule a meeting, if needed.
- c. The Director or Director's designee will issue a written decision within fifteen (15) days after receipt of the Contractor's letter.

- d. Contractor may appeal this decision in writing to the Director, Department of County Human Services, 421 SW Oak Street, Suite 240, Portland, OR 97204. The Director or Director's designee will contact Contractor within ten (10) days of receipt of appeal letter to discuss the letter or set up a meeting, if requested, with Director or Director's designee.
- e. The Director or Director's designee will issue a written decision within fifteen (15) days after receipt of the Contractor appeal letter. Decision of the Director or Director's designee is final; however, Contractors who receive funding from the State of Oregon's Oregon Health Authority's Addictions and Mental Health Division and/or Seniors and Peoples with Disabilities Division may seek mediation as described in OAR 309-014-0000 through 309-014-0040.
- f. Both County and Contractor agree to demonstrate cooperation, mutual respect, and good faith in all aspects of the dispute resolution.

DCHS CONTRACT ATTACHMENT D: CERTIFICATES

COMPLIANCE WITH SPECIFIC STATE AND FEDERAL REQUIREMENTS

Contractor expressly agrees to comply with all laws, regulations and Executive Orders to the extent they are applicable to the Contract, including all requirements of state, Civil Rights and Rehabilitation statutes, rules and regulations; all state laws governing operation of Community Mental Health Programs; all state laws requiring reporting of Client Abuse, and all state laws and regulations established in the construction, remodeling, maintenance and operation of any structures and facilities and in the conduct of all programs, services and training associated with the delivery of services. These laws, regulations and Executive Orders are incorporated by reference to the extent that they are applicable to the Contract and required by law to be so incorporated.

When applicable, Contractor agrees to comply with the specific federal and state requirements set forth below. This list is not intended to be a complete list of all federal and state requirements that may apply to Contractor.

1. **Accessibility.** Contractor shall comply with the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq., 447.210 to ORS 447.310, ORS 659A.142, ORS 659A.145), and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, associated with the delivery of services by Contractor.
2. **Application, Acceptance, Use and Audit of Federal and State Funds.** For federal funds, Contractor agrees to comply with: OMB Circulars appropriate to Contractor's organizational category, related to the application, acceptance, use, and audit of federal funds; A-102: Grants and Cooperative Agreements with State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; FAR 31.2 Cost Principles for Commercial Organizations; and A-133: Audits of States, Local Governments and Non-Profit Organizations).

For state funds, Contractor agrees to comply with Oregon Administrative Rules Audit Guidelines (OAR 309-013-0120 through OAR 309-013-0220), Fraud and Embezzlement (309-013-0075 through 309-013-0105), and Standards for Management of Community Mental Health and Developmental Disability Programs (OAR 309-014-0020 through 309-014-0040).

3. **Client Records and Disclosure Requirements.** For Contracts with Mental Health, Alcohol and Drug, and Developmental Disability service providers: To the extent Contractor provides any service whose costs are paid in whole or in part by Medicaid, Contractor shall comply with the federal and state Medicaid statutes and regulations applicable to the services including but not limited to: Keeping such records as may be necessary to disclose the extent of services furnished to Clients and upon request furnish such records or other information to the Oregon Health Authority, the Medicaid Fraud Control Unit of the Oregon Department of Justice and the Secretary of Health and Human Services.

Contractor shall comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR Part 455, Subpart (B), comply with any advance directive requirements specified in 42 CFR Section 431.107 (b)(4) and comply with certification requirements of 42 CFR Section 455.18 and 455.19.

4. **Displaced Persons.** Contractor agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
5. **Drug-Free Workplace.** Contractor certifies that it will provide a drug-free workplace in compliance with the federal "Anti-Drug Abuse Act of 1988" (PL 100-690) by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees

- for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) Contractor's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;
 - c. Making it a requirement that each employee to be engaged in the performance of this Contract be given a copy of the statement required above;
 - d. Notifying the employee in the statement required above that as a condition of employment on such Contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
 - e. Notifying the County within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;
 - f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Anti-Drug Abuse Act of 1988;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.
6. **Energy Conservation.** Contractor agrees to comply with all standards and policies relating to energy efficiency that are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq., PL 94-163).
7. **Environmental Protection.**
- a. Contractor ensures that if the sums payable under this Contract exceed one hundred thousand dollars, Contractor shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). Contractor additionally agrees to promptly report all infractions to the state, federal grantor agency, United States Department of Health and Human Services, and to the U.S. Environmental Protection Agency.
 - b. Contractor ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this Contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 - c. Contractor will comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource and Recovery Act. Current guidelines are set forth in 40 CFR Parts 247-253.
 - d. Energy Efficiency. Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act U.S.C. 6201 et seq. (PL 94-163).
8. **Equal Employment Opportunity.**
- If this Contract, including Amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
9. **Federal Alcohol Drug Abuse and Mental Health Block Grant.** Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-66). Regardless of funding source, to the extent Contractor provides any substance abuse prevention or treatment services, Contractor shall comply with the confidentiality requirements of 42 CFR Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records.
10. **Flood Insurance.** Contractor agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
11. **Historic Preservation.** Contractor agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 470 et seq.) by:
- a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this Contract and notifying the appropriate federal department of the existence of any such properties; and
 - b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

12. **Lead-Based Paint Poisoning.** Whenever funds under this Contract are used directly or indirectly for construction, rehabilitation, or modernization of residential structures, Contractor shall comply with the HUD Lead-Based Paint regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Act (42 USC Sections 4831 et seq.) requiring prohibition of the use of lead-based paint; elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.
13. **Oregon Tax Laws.** Contractor assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" includes: the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).
14. **Pro-Children Act of 1994.** The Pro-Children Act of 1994 (codified at 20 USC Section 6081 et. seq. and previously known as the Pro-Children Act of 1994 [PL 103.227]) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation.

15. **Special Federal Requirements Applicable to Addiction Services.**

- a. **Women's Services.** If Contractor provides A&D 61 or A&D 62 Services, Contractor must:
- (i) Treat the family as a unit and admit both women and their children if appropriate.
 - (ii) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g. sexual and physical abuse counseling, parenting training, and child care;
 - (d) Therapeutic interventions for children in custody of women in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women and their children have access to the services in (a) through (d) above.
- b. **Pregnant Women.** If Contractor provides any A&D Services other than A&D 70 Services, Contractor must:
- (i) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment who seek, or are referred for, and would benefit from, such services;
 - (ii) Perform outreach to inform pregnant women of the availability of treatment services targeted to them and the fact that pregnant women receive preference in admission to these programs;
 - (iii) If Contractor has insufficient capacity to provide treatment services to a pregnant woman, refer the woman to another provider with capacity or if no available treatment capacity can be located, refer the woman to the State Addictions and Mental Health (AMH) Division for referral to another provider in the state.
- c. **Intravenous Drug Abusers.** If Contractor provides any A&D Services other than A&D 70 Services, Contractor must:
- (i) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (ii) Programs that receive funding under the grant and that treat individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit individuals to the program, must provide notification of that fact to the State within seven days.
 - (iii) If Contractor receives a request for admission to treatment from an intravenous drug abuser, Contractor must, unless it succeeds in referring the individual to another provider with treatment capacity under the circumstances described in (2) above, admit the individual to treatment not later than:
 - (a) 14 days after the request for admission to Contractor's is made; or
 - (b) 120 days after the date of such request if no provider has the capacity to admit the individual on the date of such request and, if interim services are made available not less than 48 hours after such request
 - (iv) For purposes of (iii) above, "interim services" means:
 - (a) Services for reducing the adverse health effects of such abuse, for promoting the health of the individual, and for reducing the risk of transmission of disease, including counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - (b) Referral for HIV or TB treatment Services, where necessary; and

- (c) Referral for prenatal care if appropriate, until the individual is admitted to a provider's services.
 - (d) If Contractor treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, Contractor shall carry out outreach activities to encourage individual intravenous drug abusers in need of such treatment to undergo treatment, and shall document such activities.
- d. **Infectious Diseases.** If Contractor provides any A&D Services other than A&D 70 Services, Contractor must:
- (i) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted diseases, based on protocols established by the State, for every individual seeking services from Contractor; and
 - (ii) Routinely make tuberculosis services available to each individual receiving services for alcohol/drug abuse either directly or through other arrangements with public or nonprofit entities and, if Contractor denies an individual admission on the basis of lack of capacity, refer the individual to another provider of tuberculosis services.
 - (iii) For purposes of (ii) above, "tuberculosis services" means:
 - (a) Counseling the individual with respect to tuberculosis;
 - (b) Testing to determine whether the individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and
 - (c) Appropriate treatment services.
- e. **State Oregon Health Authority Referrals.** If Contractor provides any A&D Services other than A&D 70 services, Contractor must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in A&D service delivery to persons referred by the State.
- f. **Barriers to Treatment.** Where there is a barrier to delivery of an A&D Service due to culture, gender, language, illiteracy, or disability, Contractor shall develop support services available to address or overcome the barrier, including:
- (i) Providing, if needed, hearing impaired or foreign language interpreters.
 - (ii) Providing translation of written materials to appropriate language or method of communication.
 - (iii) Providing devices that assist in minimizing the impact of the barrier.
 - (iv) Not charging Clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- g. **Misrepresentation.** Contractor shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or services for which payments may be made by the State.
- h. **Oregon Residency.** A&D Services funded through this Contract may only be provided to residents of Oregon. Residents of Oregon are individuals who live in Oregon. There is no minimum amount of time an individual must live in Oregon to qualify as a resident so long as the individual intends to remain in Oregon. A child's residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- i. **Tobacco Use.** If Contractor has A&D Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, Contractor must implement a policy to eliminate smoking and other use of tobacco at the facilities where the services are delivered and on the grounds of such facilities.
- j. **Client Authorization.** Contractor must comply with 42 CFR Part 2 when delivering an addiction service that includes disclosure of Client information for purposes of eligibility determination, CPAs, PPAs or SEPA Adjustments. Contractor must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a disbursement claim is submitted with respect to delivery of an addiction service to that individual.
16. **Nondiscrimination- Part 1.** Contractor hereby certifies that, to the best of its knowledge, it is in compliance, when applicable, with Federal, State, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:
- a. Health and Human Services, 45 CFR, Part 74, Administrative Requirements For Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations and Commercial Organizations and/or 24 CFR Parts 85 Housing and Urban Development's Administrative Requirements For Grants to State, Local and Federally Recognized Indian Tribal Governments and/or Housing and Urban Development's 24 CFR Part 570, Community Development Block Grants, as applicable to the services performed in this Contract.
 - b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60, Executive Order 12, 086 of the President of the United States as set forth in 41 CFR Part 60.
 - c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d) as amended.
 - d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988.
 - e. Title XIX, Social Security Act.
 - f. Section 775, Federal Energy Administration Act of 1974.
 - g. Section 401, Energy Reorganization Act of 1974.
 - h. Title IX, Education Amendments of 1972, as amended.

- i. Section 503 and 504, Rehabilitation Act of 1973 as amended and as implemented by 45 CFR Section 84.4.
 - j. Age Discrimination Act of 1975 as amended and the Age Discrimination In Employment Act of 1967 as amended.
 - k. Department of Energy Organization Act of 1977.
 - l. Energy Conservation and Production Act of 1976, as amended.
 - m. Americans with Disabilities Act of 1990, as amended, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice.
 - n. Section 109, Housing and Community Development Act of 1974.
 - o. Section 3 of the Housing and Urban Development Act of 1968.
 - p. Multnomah County Ordinance 23.604 (B) (m) and Code of the City of Portland, Title 23, Chapter 23.01.
 - q. Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended.
 - r. Health Insurance Portability and Accountability Act (HIPAA).
17. **Nondiscrimination- Part 2.** Contractor assures that it will, by the effective date of this Contract:
- a. Formally adopt a Nondiscrimination Policy that is equivalent to the County's, or its essential content, through Board of Director action;
 - b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;
 - c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and 2) posting Nondiscrimination Policy or its equivalent in a prominent public location;
 - d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;
 - e. Train staff or provide training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;
 - f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;
 - g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.
18. **Debarment, Suspension, and Other Responsibility Matters.** In accordance with Executive Orders 12549 and 12689 addressing "Debarment and Suspension" (see 2 CFR Part 180), Contractor certifies to the best of its knowledge and belief that neither it nor any of its principles:
- a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph b. of this certification; and
 - d. Have within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
 - e. Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this Contract.
19. **Lobbying for Funds.** Pursuant to the requirements of Section 1352 of Public Law 101-121, the Contractor certifies, by signing this Contract, to the best of its knowledge and belief, that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting

to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. No part of any federal funds paid to Contractor under this Contract shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
 - e. No part of any federal funds paid to Contractor under this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships, or participation by an agency or officer of a State, local, or Tribal government in policymaking and administrative processes within the executive branch of that government.
 - f. The prohibitions in subsection (b) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - g. No part of any federal funds paid to Contractor under this Contract may be used for any activity that promotes the legalization of any drug or other substance included in the schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
20. **Health Insurance Portability and Accountability Act of 1996, as amended**, or the federal regulations implementing the Act (collectively referred to as HIPAA).
- a. If this Contract includes an Attachment H (HIPAA Business Associate), Contractor is a "business associate" for the purposes of the provisions of HIPAA.
 - b. If this Contract does not include an Attachment H (HIPAA Business Associate), Contractor shall develop and implement such policies and procedures, as required by HIPAA, and/or other federal, state or local laws, rules and regulations applicable to the work performed under this Contract. Contractor shall not use or disclose any Individually Identifiable Health Information in a manner that would violate Oregon Health Authority Privacy Rules, OAR 407-014-0000 et seq.

ATTACHMENT 5 Codes and Rates for Outpatient Alcohol & Drug Services

Codes & Rates for A&D Outpatient Services provided as of July 1, 2014 - Multnomah County					
Code	Unit Value	HCPCS/CPT	Multico Amount	Description	
H0001	Per Service	Alcohol and Drug Assessment	\$ 140.00	One assessment equals one unit of service. Service frequency/limitation is based upon medical appropriateness for the individual. 1 unit per billing regardless of length of time or if it takes multiple sessions to complete the initial assessment for the individual.	
H0002t	Per Service	Screening/Pre-enrollment service	\$ 35.00	Individuals are screened for substance use disorders to ensure appropriate treatment is given. This service may be delivered to individuals not currently enrolled in treatment. 1 unit per billing service.	
H0004	Per 15 Minutes	Individual Counseling	\$ 17.50	Providing individual counseling for an individual in a private setting as identified in the assessment and listed in the treatment plan. Service frequency/limitation is based on medical appropriateness for the individual. 1 unit equals 15 minutes of individual counseling.	
H0005	Per Service	Group Counseling- up to 2 hours	\$ 40.00	Length of group sessions are not specified or dictated by DCJ/DOCS. For Guidelines on recommended session length, refer to SAMHSA'S TIP 41 or other Evidence Based Practice Guidelines. Depending upon group focus (i.e. psycho-educational, skills development, cognitive behavioral, relapse prevention, culturally specific etc.) length of group session can vary 15-120 minutes. Service frequency/limitation is based upon medical appropriateness and treatment plans for the individual. Multiple group sessions are allowable within a day. 1 unit equals 1 group session regardless of length of session.	
T1006	Per Service	Family/couple counseling	\$ 85.00	This code provides family or couple counseling in a private setting as identified by the assessment and listed in the treatment plan.	
H0006	Per 15 Minutes	Case Management	\$ 17.50	Service frequency/limitation is based upon medical appropriateness and treatment plans for the individual. Services must be delivered by a CADC.	
H0015	Per Service	Group Counseling- more than 2 hours	\$ 80.00	This service is only reimbursed to treatment providers for individuals assessed at IOP and when the individuals have received at least three hours of group therapy in a single day. Service frequency/limitation is based upon medical appropriateness and treatment plans for the individual. 1 unit of service equals 3 hours of total group therapy within a single day, which could be multiple group sessions or a single session. Appropriate clinical documentation still applies. This code is not billable on the same day as H0005.	
H0048	Per Service	Alcohol and/or drug testing	\$ 12.00	(UAs) for alcohol/drug analysis. To ensure the integrity of the specimen a chain of custody from the point of collection throughout the analysis process is necessary. Service frequency/limitation is based upon medical appropriateness and treatment plans for the individual. 1 unit equals one collection and handling.	
97810/97811/ 97813/97814	Per Service	Acupuncture- 15 minutes of personal one-on-one contact	\$ 10.00	Acupuncture therapy by inserting one or more fine needles into the individual as dictated by acupuncture meridians for the treatment of substance abuse. Requires 15 minutes of personal one-on-one contact with the individual. This code encompasses DMAP codes for initial and subsequent 15 minutes, with or without electrical stimulation.	
T1013	Per 15 Minutes	Interpretation Services	\$ 7.50	This code is used for sign language or oral interpretation for services provided.	
H0020	Per Service	Methadone Administration and/or services	\$ 5.00	This code is used for methadone/buprenorphine maintenance therapy medication administration. The patient is closely supervised adhering to all federal regulations of methadone maintenance. Take home does must comply with OAR 415-020-0053. Frequency limitations up to 30 doses per month.	

ATTACHMENT 5 (cont.)

	H0016	Per Service	Medical/somatic intervention in ambulatory setting	\$ 120.00	This service includes the supervision of medication, physical examinations, or other medical needs required to maintain the physical health of the patient receiving medical intervention treatment for alcohol and drug related problems. 1 physical per 12 months
Insured OR Uninsured Clients	T1012	Per Service	Skills Training and Development- Group Setting Child Sitting Services for children of individual receiving a/d services	\$ 36.00	Examples: Educational services delivered by the provider to enhance recovery potential through the development of employment readiness and job search skills; parenting skills; interpersonal relationship skills; and housing retention and tenancy skills. This code represents skills development, which can be work-related, life skills, coping skills, or similar types of skills that are needed to successfully attain a goal in relation to alcohol and/or substance abuse services.
	T1009	Per Hour	Child Sitting Services for children of individual receiving a/d services	\$ 15.00	Onsite child sitting services delivered by the provider to the child(ren) of the individual client receiving A&D services while that client is attending those services.
	AD123	Per 15 Minutes	Telephonic/Internet based Recovery Support	\$ 16.00	Recovery supports provided remotely through telecommunications technologies (telephone, texts, instant messaging, video conference, Skype, remote training, confidential email, etc.). Individual direct services provided by peers who are in substance abuse/addiction recovery, delivered either onsite or in the community, to promote successful client service engagement and potential for a clean and sober life in recovery. Services may include but are not limited to client outreach and engagement, support for or delivery of pro-social activities, client advocacy with allied social services, recovery coaching, client mentoring and assistance navigating community-based recovery resources. Must be currently certified, or certified within six months, as a Certified Recovery Mentor.
	H0038	Per 15 Minutes	Peer Recovery Support Services	\$ 16.00	Housing assistance in the form of direct payment to vendor for a) move-in costs, deposits, and/or rent assistance for clients acquiring or maintaining alcohol and drug free housing, as defined by Oregon Law ORS 90.243 (see http://www.oregonlaws.org/ors/90.243); b) housing-related utilities costs. Clients must be enrolled in A&D treatment and the housing must be within Multnomah County geographic boundaries.
	AD456		Housing Assistance	Actual Cost Reimbursement	*Note: Housing assistance shall not exceed 30% of the total value of the contract for outpatient services within the current fiscal period. Any applicable receipts, invoices, or other records documenting housing-related expenses must be retained and available for review audit purposes.
	CE15	5 month	Corrections Enhancement 15 days or less	\$105.00	For clients enrolled 15 days or less in billing month. This service is available only for clients referred directly by DCJ through the A&D Service Triage Form. To bill for corrections enhancement funding, program must have contract authorization describing interventions for criminal risk factors.
	CE30	month	Corrections Enhancement >15 days	\$210.00	For clients enrolled more than 15 days in billing month. This service is available only for clients referred directly by DCJ through the A&D Service Triage Form. To bill for corrections enhancement funding, program must have contract authorization describing interventions for criminal risk factors.



ATTACHMENT 7
A&D ACCESS (TRIAGE) FORM
ARC Health Assessment & Transition (HAT) Team

DATE: 12/3/2014

CLIENT NAME: «Name_LFM_LC»
SID #: «ID_Number»
DOB: «Birthdate»
Gender: «Sex» Race: «Race»
Height: «Height» Weight: «Weight»

*Copy LS/CMI Domain Scores graph
from OMS. Paste graph here.
(Highlight all text in this box and
paste)*

*If supervision is for Sex Offense or is
being referred by MCSO, LS/CMI
may not be included.*

PRIME NUMBER: *Click here to enter text.* (OR Medicaid ID, Recipient ID, OHP Number, MMIS Number)

LIST STABLE ADDRESS: *Click here to enter text.* (if transient, leave blank)

CLIENT PHONE: *Click here to enter text.* **MSG Number:** *Click here to enter text.*

PO OF RECORD: «PO_name»

OFFICE: «Responsible_Location»

PO PHONE: *Click here to enter text.;*

Caseload: «Caseload_Number»

REFERRAL SOURCE: *Choose an item.;* **MCSO or DRC Counselor (if applicable):** *Click here to enter text.*

Counselor Phone number: *Click here to enter text..*

Incarcerated: *Choose an item.* ; **Projected Release Date:** *Click here to enter a date.*

List Current Offense(s): «Crimes_Offenses»

Current sex offense/registration: *Choose an item.*

Prior sex offense history: *Choose an item.*

Sex Offender Risk Assessment: STATIC-99R/STABLE-2007 and ACUTE-2007 scores places him as an overall *Choose an item.* current risk priority.

Conviction History (Summarize, noting Violent Crimes, Sex Offenses, Arson, DV; Weapons, Assault, etc): *Click here to enter text.*

PO/Counselor's assessment of client's motivation to change as specifically related to Substance Use (Dimension IV): *Choose an item.* Comments: *Click here to enter text.*

On the LS/CMI Checklist, are there any boxes checked related to prior childhood trauma or current abuse that might be important for provider to know about: *Choose an item.*

In addition to substance use, identify one or two additional criminogenic factors of highest risk/need based on current LS/CMI:

1. *Choose an item; Comments: Click here to enter text.*
2. *Choose an item; Comments: Click here to enter text.*

Number of positive UAs in last 90 days: *Choose an item.*

Number of arrests last 30 days: *Choose an item.;* **Number of arrests lifetime:** *Choose an item.*
DUI offenses in past 30 days: *Choose an item.;* **Number of DUI offenses lifetime:** *Choose an item.*

DHS/Child Welfare Involvement: *Choose an item.* **Name of Caseworker and contact information:** *Click here to enter text.*

Is referral pregnant? *Choose an item.* **Children/Dependents:** *Choose an item.*
Is referral requesting accommodation for children? *Choose an item.* **Age(s) of child(ren) with parent:** *Click here to enter text.*

Contact/Restraining Orders: *Choose an item.* **Identify:** *Click here to enter text*

Prosocial/Family Support: *Click here to enter text.*

Referrals must meet at least one of the following criteria to be eligible for residential placement (if boxes are left unchecked, services may still be appropriate at a lower level of care):

- The individual suffers from co-occurring psychiatric symptoms that interfere with his/her ability to successfully participate in a less restrictive level of care, but symptoms are sufficiently controlled to allow participation in residential treatment.
- The individual's living environment is such that his/her ability to successfully achieve abstinence is jeopardized.
- The individual's social, family, and occupational functioning is severely impaired secondary to substance use disorders such that most of their daily activities revolve around obtaining, using, or recuperating from said substance use.
- The individual is at risk of exacerbating a serious medical or psychiatric condition with continued use and cannot be safely treated at a lower level of care.

Either:

- a) The individual is likely to experience a deterioration of his/her condition to the point that a more restrictive treatment setting may be required if the individual is not treated at this level of care at this time (Level 3.1).
- b) The individual demonstrates repeated inability to control his/her impulses to use illicit substances and is in imminent danger of relapse with resultant risk of harm to self (medically or behaviorally) or others. *For individuals with a history of repeated relapses involving multiple treatment episodes, there must be evidence of the rehabilitative potential for the proposed admission (consider biomedical, emotional, behavioral*

complications, readiness to change, continued problem potential and recovery environment).

If your client has a scheduled assessment with a DCJ-Contracted evaluator, you may skip questions in this box. If you are submitting this referral directly to an agency, please complete all questions in this section.

****Primary drug choice:** *Choose an item.*; **Secondary:** *Choose an item.*; **Frequency:** *Choose an item.*;

Date of Last Use: *Click here to enter a date.*; **Age at onset for initial illicit use:** *Choose an item.*.

****Prior periods of sobriety since onset:** *Choose an item.*

****IV Drug user, currently:** *Choose an item.*; **in the past:** *Choose an item.*; **Detox Needed** (opiates/alcohol): *Choose an item.*

****Tobacco/Nicotine Habit:** *Choose an item.* **Ready/Motivated to Quit:** *Choose an item.*

****Prior Treatment Episodes:** *Choose an item.*; **Successful Completions:** *Choose an item.*
Approximate date(s) of last treatment enrollment: *Click here to enter text.*

****Proof of TB Test:** *Choose an item.*

****Physical Health concerns/pain management issues (specify** *Click here to enter text.*

****MH Diagnosis:** *Click here to enter text.*

****Primary Physician/provider, and contact information, if available:** *Click here to enter text.*

****List all known Prescriptions:** *Click here to enter text.*

****Are Rx's able to be filled?** *Choose an item.* **Notes:** *Click here to enter text.*

****Physical, medical or cognitive issues or impairments that would interfere with the individual's ability to participate in treatment:** *Choose an item.*. **If yes, please elaborate:** *Click here to enter text.*

~Please check appropriate box (only one)~

An A&D Assessment has been completed by an evaluator at **Provider/Agency Name:** *Click here to enter item.* (if other agency, please specify, *Click here to enter text.*) and the referred client was determined to meet criteria for the level of care being offered. An admission has been set for *Click here to enter a date.*

An A&D Assessment has been scheduled with a DCJ-contracted evaluator. An appointment has been made and is scheduled for *Click here to enter a date.* at *Click here to enter text.* hours.

The client has necessary information to arrange and complete an assessment with a certified A&D professional and been given directions and expectations regarding follow through, as well as the consequences of his/her failure to do so.

The client has been referred by MCSO based on court ordered early release to treatment

For A&D Evaluator: *A Substance Use Assessment been completed and additional documentation will be included with this referral. This DCJ client has been referred to the following agencies:*

Provider/Agency Name (referred to): *Choose an item. If other, fill in: [Click here to enter text.](#)*

Provider/Agency Name (referred to): *Choose an item. If other, fill in: [Click here to enter text.](#)*

Attendance at wait lists is or is not required. *The client has been informed of the location, days and times for relevant wait list groups, as specified: [Click here to enter text.](#)*

Substance Abuse Disorder is defined by the following criteria in the DSM-5: A problematic pattern of substance use leading to clinically significant impairment or distress, as manifested by at least two of the following occurring in a 12-month period (check all that apply):

- Substance is often taken in larger amounts or over a longer period than was intended.
- There is a persistent desire or unsuccessful effort to cut down or control substance abuse.
- A great deal of time is spent in activities necessary to obtain substance, use, or recover from the effects of the substance.
- Craving or a strong desire or urge to use the substance.
- Recurrent substance use resulting in a failure to fulfill major role obligations at work, school, or home.
- Continued substance use despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects to the substance.
- Important social, occupational, or recreational activities are given up or reduced because of substance use.
- Recurrent substance use in situations in which it is physically hazardous.
- Substance use is continued despite knowledge of having a persistent or recurrent physical or psychological problem that is likely to have been caused or exacerbated by the substance.
 - **Tolerance**, as defined by either of the following:
 - A need for markedly increased amounts of substance to achieve intoxication or desired effect.
 - A markedly diminished effect with the continued use of the same amount of the substance.
 - **Withdrawal**, as manifested by either of the following:
 - The characteristic withdrawal syndrome for substance.
 - Substance is taken to relieve or avoid withdrawal symptoms.