



REQUEST FOR PROGRAMMATIC QUALIFICATIONS

RFPQ No: 4000004120

RFPQ Title: Sole Practitioners: Outpatient Mental Health Services – Licensed Medical Providers and Licensed Mental Health Therapists

Initial Issue Date: October 30, 2015

Proposals Due: *December 7, 2015*

Not Later Than 4:00 PM

**LATE PROPOSALS SHALL NOT BE
CONSIDERED**

Future Annual Closing Dates:

Solicitation Attachment 4: Quarterly Closing
Schedule

Refer Questions to:

Emilie Schulhoff, CPPB
Senior Contracts Compliance Specialist
Phone: (503) 988-7839
Email: emilie.g.schulhoff@multco.us

Submit Proposals to:

Multnomah County Purchasing
501 SE Hawthorne Blvd., Suite 125
Portland, OR 97214

**Pre- Application Proposal
Conference:**

**There will be a Pre-Application Proposal conference for
this Solicitation on November 9, 2015 10:00 – 11:00 AM at
Multnomah Building, 501 SE Hawthorne Blvd., Room 126
Portland, OR 97214.
Attendance is: Optional**

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), 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>
<i>Date Issued</i>	<i>Cover</i>	October 30, 2015
<i>Optional Pre-Application Proposal conference</i>	1.2	November 9, 2015 10:00-11:00 AM
<i>Questions or protests of specifications due to Purchasing in writing</i>	1.3.1	November 16, 2015
<i>Purchasing response to written questions</i>	1.3.1	November 25, 2015
<i>Application Proposal submittal deadline</i>	<i>Cover</i>	December 7, 2015
<i>Application Proposal evaluation period</i>		Week of December 7, 2015

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

1.2 PRE-PROPOSAL CONFERENCE

An optional Pre-Application Proposal conference will be held on Monday, November 9, 2015 at 10:00 AM, in conference room #126 of the Multnomah Building, at 501 SE Hawthorne Blvd., Portland, OR 97214. This meeting is designed to clarify the information that is contained in this solicitation and provide an opportunity for questions and answers. Attendance at the Pre-Application Proposal conference 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 Application 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-Application 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 Application Proposal deadline.

After closing, Multnomah County reserves the right to issue Addenda to all Proposers who submitted Application 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 Application 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. 4000004120
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 Application Proposal in the manner and timeframe defined within the proposal. Application 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 Application Proposal or to request additional information prior to evaluation necessary to properly evaluate a particular Application 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 an Application 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 Application 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 an Application 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."

If a Proposer marks every page of an Application Proposal as "CONFIDENTIAL" the statutory requirement is not met; any Application Proposal so marked will not be deemed to have been submitted in confidence and, upon request, the entire Application 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 an Application Proposal hereby certifies that no officer, agent, or employee of Multnomah County has a financial interest in this Application Proposal; that the Application 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 CERTIFICATION REGARDING CONFLICT OF INTEREST

Proposers are required to certify (in the Proposer Representations and Certifications Attachment 1) whether the Proposer is or is not aware of any potential organizational conflict of interest (COI). If the Proposer is aware of a conflict, then Proposer is required to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest. Proposers responding to this solicitation are required to disclose any such business or financial relationships. The disclosure statement must identify and address any actual or potential organizational COI within the Proposer's entire organization, including parent company, sister companies, affiliates, and subsidiaries. In addition to identifying potential organizational COI, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. Also, all contractors shall disclose any actual or potential COI. The County Attorney will determine a proposer's eligibility for award based on the information provided in the disclosure statement.

1.15 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.

1.16 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.

1.17 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 Term 19 of the Standard Terms and Conditions of the Sample Multnomah County contract attached to this RFPQ. Contractors must self certify EEO compliance at the time of contracting.

1.18 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.

1.19 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.

1.20 PRE-AWARD RISK ASSESSMENT

Successful proposers whose contract award includes federal funding (as identified by a Catalog of Federal Domestic Assistance number) will be subject to a Pre-Award Risk Assessment (which includes an evaluation of financial stability, quality of financial /management systems, experience with federal funds, reports and findings from audits) completed by Multnomah County (if one has not been submitted in the last year) prior to the issuance of a contract. Contractors who fail to submit the required documents will not be eligible for a contract from the County.

PART 2 – SERVICE DESCRIPTION, FUNDING AND CONTRACTING INFORMATION

2.0 PURPOSE AND OVERVIEW

The Multnomah County Department of Health, Mental Health and Addiction Services Division (MHASD) is seeking Proposers from whom it may purchase outpatient mental health services for school-aged children, adults and families. Services are intended to assist Oregon Health Plan members who are enrolled in Multnomah Mental Health (MMH), the County's mental health insurance plan.

This Request for Programmatic Qualifications (RFPQ) is intended to establish a list of individual practitioners qualified to provide outpatient mental health and medication management services to school-aged children, adults and families with low to moderate need as part of the comprehensive MHASD System of Care. Individual practitioners qualifying under this RFPQ will expand the capacity of the existing provider panel currently delivering services.

2.1 INTRODUCTION AND PROGRAM HISTORY

It is the mission of MHASD to build and maintain high quality, accessible and culturally competent systems of care for children, youth and adults with a mental illness or addiction.

MHASD is a division of Multnomah County Department of Health and is responsible for mental health and addiction treatment programs for adults, children and families. MHASD manages approximately 70 programs funded by the State of Oregon; Multnomah County; federal money in the form of Medicaid; and several grants. County employees deliver some services directly. The vast majority of programs are delivered by an array of treatment agencies and a very limited number of specialized individual practitioners under contract with MHASD.

MHASD serves as Multnomah Mental Health (MMH), Multnomah County's Risk Accepting Entity (RAE) under contract with the Coordinated Care Organization, Health Share of Oregon to provide the mental health service benefits to Oregon Health Plan (OHP) enrollees. The range of MMH members enrolled monthly fluctuates with changes in the Oregon Health Plan. With the implementation of the Affordable Care Act (ACA) and creation of Coordinated Care Organizations, MMH membership increased dramatically from 95,000 in 2014 to our current membership of 131,000. Through this RFPQ, MHASD intends to add qualified individual service providers to meet the need of this increased membership.

2.2 GOALS, VALUES AND OTHER IMPORTANT CONSIDERATIONS

MHASD strives to build a panel of individual providers that matches the demographics of Multnomah Mental Health members. We seek Application Proposals that will strengthen our ability to serve Multnomah County's diverse community.

The MHASD system of care incorporates the following values and philosophies:

- Evidence-Based Practices (EBPs);
- Trauma-Informed Treatment Strategies;
- Services are delivered in a culturally and linguistically competent service delivery;
- Inclusive treatment services that incorporate family members and other members of the consumer's natural support system;
- Individuals who have a low to moderate need receive appropriate evidence-based outpatient services including brief treatment, psycho-education, support groups, etc.;
- Physical and behavioral health care will be integrated wherever possible.

We encourage our current and potential system of care providers to incorporate integrated health care where feasible. Proposers are encouraged to reach under-served communities and reduce the over-representation of African Americans in the criminal justice system.

Services shall incorporate family voice in treatment choices and provide integration of physical health, mental health and addiction services.

2.3 TARGET POPULATION SERVED

MHASD seeks qualified individual providers to provide evidence-based, culturally competent outpatient mental health services to school-aged children, adults and families who have a low to moderate level of need. Services will be predominantly office-based and include brief treatment, psycho-education, support groups and medication management.

2.4 GEOGRAPHIC BORDERS/LIMITATIONS & SERVICE AREAS

Proposers will be serving MHASD Multnomah Mental Health members throughout Multnomah County. All Proposers must be able to provide services within Multnomah County's boundaries. In addition, Proposers must be available to attend MHASD meetings in Multnomah County. Occasionally, other on-site needs may develop, and any exceptions may be negotiated within the contract process.

2.5 FUNDING

MHASD has budgeted approximately \$600,000 annually, which is comprised of Oregon Health Plan/Medicaid funding for mental health services.

If revenue from this source is reduced or increased, this may affect funding for resulting contracts. In addition, funding levels may fluctuate based on client enrollment, client needs and trends, and changes in State and local policies and priorities.

Funding of the work described in this RFPQ is not guaranteed. 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 funding.

2.6 MATCH REQUIREMENTS

Not Applicable. There are no match requirements.

2.7 SCOPE OF SERVICES

MHASD supports a client centered, trauma-informed system of care that incorporates a recovery philosophy and is seeking services that strengthen the practice of recovery-based services, are trauma-informed, peer-driven and integrated with physical health. MHASD is committed to working with its contracted providers to continually improve and expand the services they provide to best meet the needs of the community.

For individuals whose treatment needs can be met through interventions based on insight-oriented cognitive or interactive therapies, the County intends to purchase treatments that are researched and evidence-based.

The MHASD adult outpatient service array is designed to meet a wide range of needs and 75% percent of services purchased by MHASD must be Evidence-Based Practices (EBPs). While some specific EBPs will be qualified separately in this RFPQ, all services must be based on the EBPs accepted by the Substance Abuse and Mental Health Service Administration (SAMHSA) and the State of Oregon.

Additionally, the County's expectation is that the general outpatient provider network has the ability to implement services and treatment planning that addresses the concepts of outcomes-informed care and an individual's ability to benefit from treatment services.

Treatment coordination between the mental health and other allied agencies is essential to creating an integrated system of care that can address the spectrum of mental health needs.

Culturally relevant and competent services are to be integrated into all aspects of the service array.

Outpatient mental health services for children and families will include a fully integrated range of evidence-based practices and strategies that support client recovery for children, adolescents and their families. These services will typically include: mental health assessment; case management; treatment planning; individual, group, and family therapy; parent coaching and skills development; crisis prevention planning and response; psychiatric assessment and medication management; flexible and individualized services delivered in the home and at school; identification and incorporation of natural supports; and other clinically necessary services.

MHASD seeks Application Proposals that incorporate the ability to provide direct services to culturally specific groups through linguistically and culturally competent staff, co-location of services, or partnerships with social service agencies that can act as cultural brokers.

2.8 FISCAL REQUIREMENTS AND REPORTING

MHASD billing processes must be followed for the contractor to be eligible to receive payment and some services may require payment processing through a third party administrator.

Billing processes are outlined in the Provider Manual located at: <http://multco.us/mhas/mental-health-provider-documents-resources>

2.9 PERFORMANCE MEASURES/PERFORMANCE CONTRACTING

The County reserves the right to collect and report any performance measure(s) that can be obtained from claims data submitted by providers during the course of billing for services. At the sole discretion of the County, during contract negotiation, and/or periodically through the term of any or all resulting contracts, the County may specifically refine Performance Contracting measures. Standard measures that are currently being monitored by the County include but are not limited to:

- Initial access to members receiving care from general outpatient;
- Utilization of services by children, adults and families; and
- Outpatient follow-up after hospitalization.
- Improve functional status and decrease symptoms in children and adults
- Clinical outcomes (e.g. increase or reduction in global distress level)
- Increase the level of family satisfaction with services

Proposers for Outpatient Services will be expected to administer an initial and ongoing County approved outcomes questionnaire to all adults receiving services under contracts awarded as a result of this RFPQ.

MHASD staff may schedule on-site vendor visits to review agency compliance with contract elements. Site visits are usually scheduled with the Contractor, but may be conducted without notice.

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

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. Our 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 Application Proposals from interested vendors beyond the initial closing date. No Application Proposals will be accepted or evaluated in the final year of this RFPQ.

Initial Qualification Process. Proposals submitted from October 30, 2015 to the RFPQ's initial closing date at 4:00 PM on December 7, 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 December 7, 2015 will be held by Purchasing. Every three months, as indicated on the table in Attachment 4, 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 MHASD 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. We anticipate doing an evaluation of any newly received proposals on a six month basis.

ALLOCATION PROCESS. Entirely separate from this qualification process, the MHASD will initiate and award requirements contracts to those qualified providers who demonstrate the desired experience, skills, proficiency, certifications, and area of specialty that will best meet and match the needs of mental health outpatient services. Multnomah County Health Department will 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 Multnomah County Health Department 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, Department and/or Division strategic priorities
- Overall system of care needs and deficiencies
- RFPQ Application Proposal information and evaluation input from the RFPQ raters
- Provider/system stability
- Provider experience
- Number and type of funded slots/beds

- 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
- Changing demographics and risk factors;
- Increases or decreases in Multnomah Mental Health member enrollment;
- Local or state initiatives and policies; and
- Other factors as deemed appropriate by the funding allocation team

Since 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 will be 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 Flex Fund Committee will use the services of any applicant who is issued a contract by virtue of this Application Proposal.

After Purchasing provides written solicitation results to all Proposers and with the completion of the separate allocation process by MHASD, MHASD staff will contact the successful & qualified Proposer(s) who will receive an allocation for 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.

Multnomah County strongly encourages the participation of Minority-Owned, Women-Owned and Emerging Small Businesses and Organizations in providing these services.

2.12 CONTRACT TERM

MHASD will use the qualified vendor lists as established by this RFPQ process to allocate its funding for up to a five year term, depending on when a provider is deemed qualified. The County reserves the right to terminate existing contracts as they determine 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

MHASD has budgeted approximately \$600,000 annually, which is comprised of Oregon Health Plan/Medicaid funding. If revenue from this source is reduced or increased, this may affect funding for resulting contracts. In addition, funding levels may fluctuate based on client enrollment, client needs and trends, and changes in State and local policies and priorities.

The funding level of the programs may vary both during the year and from year-to-year. Adjustments may be downward or upward during this period. Funding at any level, supporting the basic programs described in this procurement document, may be considered to have been within the original intent of the parties and shall be considered covered within this procurement authority.

The payment model employed by MHASD is primarily fee-for-service. Some exceptions apply based upon client need. Outpatient Services and Medication Management contracted under this procurement will be paid on a case rate or fee-for-service basis unless otherwise specified.

MHASD reserves the right to negotiate rates and reimbursements consistent with the requirements of applicable laws and rules.

2.14 COOPERATIVE PURCHASING

Not used for this solicitation.

2.15 INSURANCE REQUIREMENTS

The Proposer awarded a Contract as a result of this RFPQ and the follow on allocation process will be required to provide the insurance described in Exhibit 2 of the attached Multnomah County Services Contract.

Exhibit 2 of the attached Sample Contract reflects the minimum insurance required of a Contractor to provide this service. Additional insurance coverage may be required depending on the key features of service delivery chosen by the Contractor. Final insurance requirements will be subject to negotiation between, and mutual agreement of, the parties prior to contract execution.

Minimum insurance requirements:

Type of Insurance	Per Occurrence	Aggregate
Professional Liability	\$1,000,000	\$3,000,000
Commercial Gen Liability	\$1,000,000	\$3,000,000
Commercial Auto Liability	N/A	N/A
Workers Compensation	\$500,000	N/A
Abuse/Molestation*	\$1,000,000	\$2,000,000

*Requirement applicable only to practitioners working with vulnerable clients.

PART 3 – APPLICATION PROPOSAL QUESTIONS AND EVALUATION CRITERIA

3.0 APPLICATION PROPOSAL EVALUATION AND SCORING

Independent Scoring Verification of Application Proposals received in response to the RFPQ will be conducted comprehensively, fairly and impartially. Questions in the Application Proposal are multiple choice with associated scores for the provided choices, with the exception of evaluating the questions in **Section 3.2.2, Responsible Business Practices**. If none of the boxes are checked, that question will result in a score of zero (0). The sum of the total available points for this RFPQ is 98 for Licensed Master's-Level Providers and 110 for Licensed Medical Providers.

3.1 APPLICATION PROPOSAL QUESTIONS INSTRUCTIONS

All Proposers must complete Attachment 1 in its entirety. Proposers failing to achieve 70% of the total points available in Application Proposal section 2 will not be considered further for an award under this procurement.

Failure to comply with these instructions may result in the rejection of the Application Proposal. Anything submitted other than what has been requested will be removed and not considered.

Failure to comply with these instructions may result in the rejection of the Application Proposal.

3.2 APPLICATION PROPOSAL QUESTIONS

Application Proposal questions are located in Attachment 2.

QUESTION NO.	PROPOSAL RESPONSES AND QUESTIONS	POINTS POSSIBLE
1.	Service Category	No Points
2.	Years of Experience Providing Outpatient Behavioral Health Services	10
3.	Licensed Medical Providers	12
4.	Service Capacity Note	4
5.	Client Involvement in Treatment	5
6.	Integrated Healthcare	10
7.	Languages Spoken Other than English	4
9.	Experience Working with and Providing Appropriate Care to Specific Populations	12
10.	Experience with Practice Specialization Area	15
11.	Administrative Organization	5
12.	Evidence-based/Research-based Practices	5
13.	Responsible Business Practices	28
TOTAL POINTS POSSIBLE		110

PART 4 – INSTRUCTIONS FOR SUBMITTING APPLICATION PROPOSALS

4.0 JOINT APPLICATION PROPOSALS

Not applicable.

4.1 MULTIPLE OR ALTERNATE APPLICATION PROPOSALS

Not applicable

4.2 APPLICATION PROPOSAL INSTRUCTIONS AND CONTENT

Proposals must be printed, computer generated or typewritten, 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. Font size can be no smaller than 10. Proposals using 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

Including completed Proposal Application, up to one additional page may be submitted in response to Proposal Application Item 12 – Responsible Business Practices.

4.4 APPLICATION PROPOSAL CONTENT

Proposers must respond to all the questions listed under **Solicitation Attachment 2: Application Proposal**. For each item, check the applicable box and provide detail as appropriate. Responses must be on the forms provided for by Multnomah County within this RFPQ document. Responsible Business Practices questions may be in one additional page.

4.5 APPLICATION PROPOSAL BINDING

Proposals must be stapled in the left upper corner. Do not use spiral bindings, glue, place in notebooks or use 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 storage and copying purposes.

4.6 APPLICATION 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. 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 APPLICATION PROPOSAL COPIES AND SUBMISSION

*Proposers must submit one 1 original copy of the Application 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.*

APPLICATION PROPOSALS MUST BE TIME STAMPED AT THE PURCHASING BID DESK BY THE STATED DATE. LATE APPLICATION PROPOSALS WILL NOT BE CONSIDERED.

4.8 MINIMUM REQUIREMENTS

4.8.1 Timely Submittal

The proposal response must be received by Multnomah County Purchasing and be time stamped no later than 4:00 PM, Monday December 7, 2015.

For subsequent closings, Application Proposals must be received by 4:00 PM on the closing date, as listed in table – Solicitation Attachment 4.

4.8.2 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).

1. Licensing: valid with NO Board Actions toward the provider
2. Criminal Background check: conducted within the past 6 months
3. DMAP numbers: for all providers and the agency/clinic
4. NPI numbers: for all providers

To be completed or provided before contracting can be completed.

1. W-9 for the billing entity, for example the clinic
2. Vendor set-up form
3. Insurance certificate naming Multnomah County as Additional Insured

4.9 PROPOSER CHECKLIST AND SUBMITTALS

The following is a checklist of items to be included with your Application Proposal. Failure to provide each required item may result in rejection of the application proposal. The attachment forms are available for your use by downloading from the County's Purchasing website, www.multcopurch.org

This checklist is for the Proposer and does not need to be submitted. Use the checklist to help organize your Application Proposal in the following order:

Document Name	Proposal Attachment Number	Required to Return
Proposal Response Cover Page	Solicitation Attachment 1	Yes
Signed Proposal Representation and Certifications	Solicitation Attachment 2	Yes
Proposal – Responses to Program Questions and Criteria	Vendor Proposal Response	Yes
Sample – Multnomah County Services Contract	Solicitation Attachment 3	No
Table reflecting Closing Dates	Solicitation Attachment 4	No

SOLICITATION ATTACHMENT 1

PROPOSER REPRESENTATIONS AND CERTIFICATIONS

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 30 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: _____ City, State, Zip _____

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:

1. The person signing this offer has the authority to submit an offer and to represent Proposer in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. 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 certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, in accordance with ORS 279A.110;
4. "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);
5. Any false statement may disqualify this offer from further consideration or because of contract termination; and
6. 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.
7. Compliance with Tax Law. Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.

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 believe 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 2 APPLICATION PROPOSAL

Complete each section by selecting the answer that most closely identifies your experience in offering Outpatient Behavioral Health Services in Multnomah County.

1. Service Category - Select one or more groups for which you interested in providing services

- ☐ Families and Children Aged _____ to _____
- ☐ Adults

2. Post-Graduate Years of Experience Providing Outpatient Behavioral Health Services (10 Points Possible) - Check one block only

- ☐ 1 to 2 years (4 points)
- ☐ 3 to 5 years (6 points)
- ☐ 5 to 7 years (8 points)
- ☐ Over 8 years (10 points)

3. Status as Licensed Medical Provider

(12 Points Possible) Are you a Licensed Medical Provider (e.g. Board-Certified Psychiatrist or PMHNP) with capacity to serve Multnomah Mental Health members?

- ☐ Yes (12 points)
- ☐ No (0 points)

4. Service Capacity Note

(10 Points Possible) What is your practice's current capacity (average clients seen at one time) specific for serving Multnomah Mental Health members? Select one of the boxes below.

- ☐ 5 clients or fewer (1 points)
- ☐ 6 to 10 clients (2 points)
- ☐ 11 to 15 clients (3 points)
- ☐ Over 16 clients (4 points)

5. Client Involvement in Treatment

(5 Points Possible) Does your practice have a written procedure for incorporating client/family voice in treatment planning and care?

- ☐ Yes (5 points)
- ☐ No (0 points)

6. Integrated Healthcare

(10 Points Possible) Does your practice have written procedures for coordinating with a client's physical health care provider?

- ☐ Yes (10 points)
☐ No (0 points)

7. Languages Spoken Other than English (4 Points Maximum) – Select all that apply

- ☐ Spanish (4 points)
☐ Russian (4 points)
☐ Vietnamese (4 points)
☐ Chinese (4 points)

Others (no additional points for others):

8. Do you have experience working with specific populations (e.g. Latino; African American; LGBTQ; Early Childhood)? If yes, please list below and indicate how many years of experience that you have providing appropriate care to the specific populations you listed. (12 Points Maximum)

- ☐ No (0 points)
☐ Yes, 1 to 3 Years (2 points)
☐ Yes, 4 to 7 Years (7 points)
☐ Yes, 8 or more years Specify _____ Years (12 points)

9. Do you have experience with specific practice specialization areas (e.g. Trauma-Informed Care; Gender Dysphoria Treatment; Eating Disorder Treatment; Dual-Diagnosis Treatment)? If yes, please list. (15 Points Maximum)

- ☐ Yes (15 points)
☐ No (0 points)

10. Administrative Organization

(5 Points Maximum) Do you have written procedures in place to assure compliance with all Medicaid requirements and standards?

- ☐ Yes (5 points)
☐ No (0 points)

11. Evidence-based/Research-based Practices

(5 Points Maximum) Does your clinic/practice incorporate evidence-based practices in the delivery of care?

- ☐ Yes (5 points)
☐ No (0 points)

If Yes, please describe

12. Responsible Business Practices (28 Points Maximum) (1 page limit for all three questions)

Our 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 sustainable innovations. We are focused on the triple bottom line of sustainability; Environmental Considerations, Social Equity and Economic Impact. The Triple Bottom Line provides a framework for all of us to work together to create a stronger community with the goods and services we oversee.

The County has an interest in measures used by its vendors to ensure sustainable operations with minimal adverse impact on the environment. The County seeks to do business with vendors who demonstrate community and environmental stewardship along with workplace diversity.

A. Environmental Considerations – Waste Reduction, Management and Re-Use (10 points)

Describe the environmental considerations in your organizations sustainable business practices. Are there environmental, economic and equity impacts to be mitigated in the delivery of service?

These may include, but are not limited to a formal sustainability program and/or policies covering recycling measures; energy and/or water conservation; and a green cleaning policy, or other actions that promote environmental conservation.

Please be as specific as possible and provide examples with metrics and details of practices. Describe how the delivery of services positively impacts our community and the use of products that have a positive impact on the environment. 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.

Evaluation Criteria: We want to see your waste reduction plan that includes purchasing items with less packaging, seeking products that are post-consumer waste in paper and metals, seeking new recycling streams for items you currently cannot recycle and ensuring you recycle and reduce waste going to the landfill. The processes and products being used should encourage positive environmental practices.

B. Social Equity - MWESB & Workforce Diversity**(8 points)**

Describe in detail your cultural competency and diversity training, and involvement with diverse populations to ensure program values and goals are met.

Evaluation Criteria:

Proposer describes activities or involvements with the diversity community, attending training, and/or professional development to further engage diverse populations. Describes in detail their cultural competency and diversity training, and the expectations of continue education training for skills training to work with diverse populations to ensure program values and goals are met. Proposer describes their effort to ensure these criteria are met, for any service which is subcontracted.

C. Economic Impacts - Healthy Workplace**(10 points)**

Describe your effort to create a safe and comfortable environment for your clients? Is your office located in area where it's convenient to take public transportation? Do you encourage a healthy workplace with healthy eating, anti-tobacco policies and resources, exercise, flexible work schedules, and compensation that includes professional development opportunities?

Evaluation Criteria: *We are looking to see how healthy workplace policies have a positive impact on service delivery that helps the client and community. This may include offering flexible appointments compatible with public transportation schedules, encouraging healthy behaviors in the office, and resources for clients and staff.*



SOLICITATION ATTACHMENT 3

MULTNOMAH COUNTY SERVICES CONTRACT Contract Number: **SAMPLE**

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
F	Post Federal Award Requirements Standards
H	Health Insurance Portability and Accountability Act of 1996 (HIPAA) Business Associate Agreement

MULTNOMAH COUNTY SERVICES CONTRACT

Contract Number: SAMPLE

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): _____ 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.

10. **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 and the following:
- a. Pursuant to ORS 279B.220, Contractor shall (1) make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in the Contract; (2) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract; (3) not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and (4) pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
 - b. Pursuant to ORS 279B.225, Contractor shall, if providing lawn and landscape maintenance services, shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
 - c. In accordance with ORS 279B.230, Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working

under the Contract warrant they are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

- d. Pursuant to ORS 279B.235, Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The laborer shall be paid at least time and a half pay when: (i) overtime is in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; (ii) overtime is in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (iii) Work is performed on Saturday and any legal holiday specified in a collective bargaining agreement or ORS 279B.020. The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 219 from receiving overtime.

- 11. **Compliance with Tax Law.** Contractor shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state including, but not limited to ORS 305.620, and ORS chapters 316, 317, and 318. Contractor will continue to comply with the tax laws of this state or a political subdivision of this state during the term of this contract. Failure to comply with this contract term is a default for which County may terminate the contract and seek damages and other relief available.
- 12. **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.
- 13. **Insurance.** Contractor shall provide insurance in accordance with Exhibit 2.
- 14. **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.
- 15. **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.
- 16. **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.
- 17. **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.

18. **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.
19. **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:
- 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;
 - Solicit or consider employment recommendations based on factors other than personal knowledge or records of job-related abilities or characteristics;
 - Coerce the political activity of any person;
 - Deceive or willfully obstruct anyone from competing for employment;
 - Influence anyone to withdraw from competition for any position so as to improve or injure the employment prospects of any other person;
 - 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.
20. **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.
21. **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.
22. **Federal Funds Subrecipient.** 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 required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
[enter number or not applicable]	[enter title or not applicable]	[enter number or not applicable]

- Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225, and 230), Oregon Administrative Rules, County financial procedure in the *Countywide Contractor's Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>. 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 the 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 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 completed periodically, as described in the *Countywide Contractor's Fiscal Policies and 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.
 - c. Contractor, if it is a state, local government or non-profit organization and a subrecipient of Federal funds, shall meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225, and 230), Subpart F (formerly OMB Circular A-133 December 25, 2014 and earlier).
 - d. 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 ruled 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.
 - e. Limited Scope and Full Audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedure Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than nine (9) months after the end of 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.
-

[Insert Department Name Here]
ADDITIONAL TERMS AND CONDITIONS

[Guidance: This section is optional for departments who need additional terms and conditions. Item numbers should begin with 1. Remove this section if this does not apply to your department.]



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 Work on the following basis:**
[Enter information]
4. **Contractor shall submit invoices for 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]

*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. 440000XXXX
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. 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. The aggregate limit can be met with Excess/Umbrella Liability coverage.

☒ **If this box is checked the limits shall be \$1,000,000 per occurrence and \$3,000,000 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). The aggregate limit can be met with Excess/Umbrella Liability coverage.

☒ **If this box is checked the limits shall be \$1,000,000 per occurrence and \$3,000,000 in annual aggregate.**

☐ **If this box is checked the State of Oregon shall also be named as an Additional Insured.**

☐ 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 \$X,000,000 per occurrence.**

☐ **If this box is checked the State of Oregon shall also be named as an Additional Insured.**

☐ 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.

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.**

****Note to Contract Originator:** Additional insurance may be required for certain types of contracts. Refer to the Contract Insurance and Indemnification Manual or contact Risk Management/Property & Liability Programs. Coverage limits may be modified to higher levels, based upon the needs of the contract without Risk Management review but any lower levels of coverage must be approved by Risk Management.

Completed by: _____
Contract Originator

EXHIBIT 3

MULTNOMAH COUNTY SERVICES CONTRACT

Contract No. SAMPLE

Certification Statement for Corporation or Independent Contractor

NOTE: Contractor Must Complete A or B below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a (check one):

- ☐ Corporation ☐ Limited Liability Company ☐ Partnership ☐ Non-Profit Corporation authorized to do business in the State of Oregon

Signature: DO NOT SIGN - SAMPLE

Title: _____

Date: _____

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury, that the following statements are true:

1. If CONTRACTOR is providing services under this Contract for which registration is required under ORS Chapter 671 (architects and landscape contractors) or 701 (construction contractors), CONTRACTOR has registered as required by law.
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of the County to specify the desired results.
3. CONTRACTOR is responsible for obtaining all licenses or certifications necessary to provide the services.
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an independent contractor if at least three of the following statements are true.
NOTE: Check all that apply. You must check at least three (3) to establish that you are an independent contractor.

- ☐ A. CONTRACTOR's services are primarily carried out at a location that is separate from CONTRACTOR's residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
- ☐ B. CONTRACTOR bears the risk of loss related to the services provided under this Contract.
- ☐ C. CONTRACTOR provides services to two or more persons within a 12-month period or Contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
- ☐ D. CONTRACTOR makes a significant financial investment in the business.
- ☐ CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.

Contractor
Signature:

DO NOT SIGN - SAMPLE

Date: _____

EXHIBIT 4
MULTNOMAH COUNTY SERVICES CONTRACT
Contract No. SAMPLE

Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason
(check the appropriate box):

☐ **SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this Contract.

☐ **CORPORATION – FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All Work will be performed by the officers and directors; Contractor will not hire other employees to perform this Contract.

☐ **CORPORATION – NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all Work is performed by volunteers, and
- Contractors will not hire employees to perform this Contract.

☐ **PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All Work will be performed by the partners; Contractor will not hire employees to perform this Contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

☐ **LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All Work will be performed by the members; Contractor will not hire employees to perform this Contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

*NOTE: Under OAR436-50-0005 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a Contractor who will perform construction work.

Contractor
Printed Name:

DO NOT SIGN - SAMPLE

Contractor
Signature:

DO NOT SIGN - SAMPLE

Contractor Title:

Date:

SOLICITATION ATTACHMENT 4

CLOSING SCHEDULE

Closing Schedule for 4000004120

Sole Practice Outpatient Mental Health Services

Closing #	Month	Day	Date	Year	
1	December	Monday	7	2015	
2	March	Tuesday	8	2016	
3	June	Wednesday	8	2016	
4	September	Thursday	8	2016	
5	December	Thursday	8	2016	First Anniversary
6	March	Wednesday	8	2017	
7	June	Thursday	8	2017	
8	September	Friday	8	2017	
9	December	Friday	8	2017	Second Anniversary
10	March	Thursday	8	2018	
11	June	Friday	8	2018	
12	September	Monday	10	2018	
13	December	Monday	10	2018	Third Anniversary
14	March	Friday	8	2018	
15	June	Monday	10	2018	
16	September	Monday	10	2018	
17	December	Monday	10	2018	Fourth Anniversary (Final)