



CLACKAMAS COUNTY SHERIFF

Sheriff Angela Brandenburg

Jesse Ashby, Undersheriff

Jenna Morrison, Undersheriff

Brad O'Neil, Undersheriff

1/7/2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with Parrott Creek Child and Family Services for a peer recovery mentor to assist clients recently released from jail. Agreement Value is \$150,000 for 2 years. Funding is through Oregon Criminal Justice Commission. No County General Funds are involved.

Previous Board Action/Review	No prior action/review		
Performance Clackamas	Ensure safe, healthy and secure communities.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Patrick Williams	Contact Phone	503-785-5012

EXECUTIVE SUMMARY: The Clackamas County Sheriff's Office Transition Center and Clackamas Substance Abuse Program (CSAP) has identified the need for a dedicated Peer Recovery Mentor to assist clients upon release from the custody of the Clackamas County Jail and the transition into the CSAP treatment program. The Sheriff's Office recognizes the value working with Peers to assist their clients with a variety of supports, including but not limited to, resource navigation, identifying wellness and recovery goals, addressing barriers, and recovery support.

RECOMMENDATION: Staff recommends approval of this agreement.

Respectfully submitted,

Sheriff Angela Brandenburg

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**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001078**

This Personal Services Contract (this “Contract”) is entered into between **Parrott Creek Child and Family Services, Inc.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of the Clackamas County Sheriff’s Office.

ARTICLE I.

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2026.**
2. **Scope of Work.** Contractor shall provide the following: Peer Recovery Mentor services for the Clackamas County Sheriff’s Office (“Work”), as described in RFQ2024-83, attached hereto as **Exhibit A** and incorporated by this reference herein.
3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One-Hundred Fifty Thousand Dollars (\$150,000.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a reimbursement basis in accordance with the budget set forth in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

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

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

7. Contractor and County Contacts.

Contractor Administrator: Simon Fulford Phone: 503-722-4110 ex 110 Email: SFullford@pcreek.org	County Administrator: Brent Taylor Phone: 503-572-8547 Email: Brenttay@Clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

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

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

- 8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

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

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

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.
- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators

identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Terminations.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

25. **Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
26. **Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
27. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys’ fees and expenses.
28. **Confidentiality.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential, including information that is protected under applicable law, including Personal Information (as “**Personal Information**” is defined in ORS 646A.602(11)).

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

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

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

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

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

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

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

29. **Criminal Background Check Requirements.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.
30. **Key Persons.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

31. [RESERVED]

32. [RESERVED]

33. [RESERVED]

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

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

Parrott Creek Child and Family Services, Inc.

Clackamas County

 12/20/24
 Authorized Signature Date

 Signature Date

SIMON FURFORD, EXECUTIVE DIRECTOR
 Name / Title (Printed)

 Name:

 Title:

093633-18
 Oregon Business Registry #

Approved as to Form:

12/26/2024

DNP/OREGON
 Entity Type / State of Formation


 County Counsel Date

EXHIBIT A
Request for Quotes 2024-83
Peer Recovery Mentor for Clackamas County Sheriff's Office
ISSUED October 2, 2024



Procurement Division
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5444 (Office)

REQUEST FOR QUOTES (RFQ) #2024-83

Issue Date: October 2, 2024

Table with 4 columns: Project Name, Quote Due Date/Time, Procurement Analyst, Email. Row 1: Peer Recovery Mentor for Clackamas County Sheriff's Office, October 30, 2024, 2:00 PM PST, Michael Faris, Mfaris@Clackamas.us

SUBMIT QUOTES VIA EQUITY HUB'S BID LOCKER LOCATED AT
https://bidlocker.us/a/clackamascounty/BidLocker.

PLEASE NOTE: EMAIL SUBMISSIONS WILL NOT BE ACCEPTED.

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes ("RFQ"). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at https://www.clackamas.us/finance/terms.html.

RFQ Documents can be downloaded from OregonBuys at the following address: https://oregonbuys.gov/bsol/ Document No. S- C01010-00011741. Prospective Quoters will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Quoters are responsible for obtaining any addenda or clarifying questions from OregonBuys.

Submitting Quotes: Bid Locker

Quotes will only be accepted electronically via a secure online submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

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

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter. Communication in violation of this restriction may result in rejection of a Quoter.

2. BACKGROUND

The Clackamas County Sheriff's Office Transition Center and Clackamas Substance Abuse Program (CSAP) have identified the need for a dedicated Peer Recovery Mentor to assist their clients upon release from the custody of the Clackamas County Jail and the transition into the CSAP treatment program. The Sheriff's Office recognizes the value a working with Peers to assist their clients with a variety of supports, including (but not limited to) resource navigation, identifying wellness and recovery goals, addressing barriers and recovery support.

The Sheriff Office is partnering with Public Health to create and fund this position. The Sheriff Office and Public health have been working closely together through the Transition Center and Project Hope. Both agencies have identified the need for a dedicated Peer recovery mentor for the specific needs of clients at the Transition Center and the CSAP program, with the Transition Center staff having oversight responsibility.

The Term "peer recovery mentor" refers to a person who self-identifies as an individual who is, or has been the recipient of inpatient or outpatient addiction treatment services and are successfully living in recovery. Peers provide support and they act as a consumer advocate who facilitates linkage to needed services and activities. The services have been designed for peers by peers.

The peer provides the support needed to help individuals in treatment and early recovery access opportunities to strengthen their path to long-term recovery. They will assist individuals on developing a plan that included wellness and recovery goals and will encourage and motivate individuals to complete the tasks and achieve the goals laid out in the plan. Peer services are designed to be flexible and to meet the unique needs of each individual.

3. SCOPE

Contractor shall provide the following services:

- Provide peer support services to individuals who are at risk or are justice involved and with a substance use disorder. Both at the Transition Center (2219 Kaen Rd. Oregon City, OR 97045) and CSAP (9000 SE McBrod Ave., Milwaukie, OR 97222)
- Support services will include community resource navigation, help identifying wellness and recovery goals, assist in addressing barriers in cases in which individuals are failing to engage in treatment, provide ongoing support for recovery, and linkages to care for those wanting access to treatment and other Recovery supports.
- Participate in planning, staff and system collaboration meetings as necessary.
- Work with each individual to develop a wellness and recovery plan.
- Document individual interactions that describe services / support provided to clients.
- Interact with clients in the treatment milieu in a pro-social manner.
- Engage with clients to with their transition back into the community. i.e. taking clients to community support meetings, pro-social leisure & recreation and other outings deemed appropriate and approved by treatment staff
- Staff cases with Transition Center and CSAP staff, help support re-integration plan.

Budget:

The County has an estimated project total of \$75,000.00, however firms shall provide competitive hourly rates with an estimated not-to-exceed total. The proposed not-to-exceed price will be a factor in vendor selection.

Term of Contract:

The term of the contract shall be from the effective date through 12 months.

4. SAMPLE CONTRACT

Submission of a Quote in response to this RFQ indicates Quoter’s willingness to enter into a contract containing substantially the same terms of the below referenced contract, which can be found at: <https://www.clackamas.us/finance/terms.html>, with the below indicated requirements. No action or response to the sample contract is required under this RFQ. The applicable sample contract is the:

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

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

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

The following insurance requirements will be applicable:

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

5. QUOTE

Quotes should be short and concise with the following information:

- A. Company experience in these types of projects;
- B. Experience of staff that will work on the project;
- C. Not-to-exceed price to complete the project;
- D. References (Maximum of Three);
- E. Estimated time to complete the project;
- F. Quote Certification Form; and
- G. Any additional information that Clackamas County should take into consideration for the project or qualifications.

6. EVALUATION

Quotes will be evaluated based on subjective factors including, but not limited to: Firm experience, staff experience, price/fees, references, and proposal to complete the project (including timeline).

QUOTE CERTIFICATION FORM
RFQ #2024-38

Submitted by: Parrott Creek Child & Family Services
(Must be entity's full legal name)

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

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

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

SECTION III. CONFLICT OF INTEREST

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

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

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

Name: Simon Fulford



Date: 10/16/24

Signature: _____

Title: Executive Director

Email: sfulford@pcreek.org

Telephone: 503-722-4110 ext.110

Oregon Business Registry Number: 9363318

OR CCB # (if applicable): _____

Business Designation (check one):

Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: _____

CLACKAMAS COUNTY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT OREGONBUYS (<https://oregonbuys.gov/bsa/view/login/login.xhtml>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.
12. **QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ; however, no oral

or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

QUOTE EVALUATION AND AWARD

1. **PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
2. **DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
3. **CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
4. **PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
5. **INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
6. **CLARIFICATION:** Clackamas County reserves the right to seek clarification of each Quote, or to make an award without further discussion of Quotes received.
7. **METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
8. **QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes for any reason including, but not limited to, a Quoter's failure to constitute as a responsible bidder under ORS 279B.110 and LCRB C047-640-1-c-F-iii.
9. **QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.

**EXHIBIT B
CONTRACTOR QUOTE**

Parrott Creek's Response to RFQ #2024-83:
Peer Recovery Mentor for Clackamas County Sheriff's Office

A. Company experience in these types of projects

Parrott Creek has over 50 years of experience running residential behavioral health treatment programs, over a decade of experience providing Recovery Homes to mothers and their children, Independent Living Programs for youth aging out of foster care and a growing array of Substance Use Disorder and Mental Health outpatient treatment services. We have a 12-person Traditional Health Worker & Peer Mentor outreach and support team with over a decade of experience conducting street and community engagement, comprehensive assessments with clients and then helping them navigate access to the appropriate level of behavioral health care they need. This service liaison ranges from detox and residential/inpatient treatment through to intensive and regular outpatient services, peer mentoring and peer groups (NA, AA, etc.), self-governing sober living, transitional and/or permanent housing. Approximately 50% of Parrott Creek staff have lived experience of the issues and challenges our clients face.

B. Experience of staff that will work on the project

Project staff will hold one or more of the following qualifications or certifications: CADC 1 or R, Peer Support Specialist and/or Certified Recovery Mentor. We will ensure that all Peer Mentors can demonstrate and prove at least two years in recovery. Project staff will be supervised by our SUD Outpatient Program Manager who has over 10 years' experience in the sector and holds CADC 2 & QMHA-1 certifications. Additionally, our Director of Clinical Services provides overall program guidance and supervision.

Parrott Creek Peer Mentors use the culture, knowledge and prior experiences of clients to ensure that their treatment and support is effective for them. We have bilingual staff to meet the needs of mono-lingual Spanish clients, as well as two Indigenous Community Liaison roles, who are themselves Native American, and can offer support as needed. Our Peer Mentors do outreach in rural parts of the County and we have translation and culturally-specific support services available to us through our network of community partners.

C. Not-to-exceed price to complete the project

**Peer Recovery Mentor for Clackamas County Sheriff's
Office**

Peer Recovery Mentor Salary, Taxes, and Benefits	\$ 68,300
Supervision	\$ 3,124
Remote support (laptop, phone, mileage, supplies)	\$ 3,576
Total Budget	\$ 75,000

D. References (Maximum of Three)

- a. Christina McMahan, Clackamas County Juvenile Director:
CMcMahan@clackamas.us
- b. Mary Rumbaugh, Clackamas County Behavioral Health Director:
MaryRum@clackamas.us
- c. John Wentworth, Clackamas County District Attorney:
johnwen@co.clackamas.or.us

E. Estimated time to complete the project

Parrott Creek already has a 12-person Traditional Health Work & Peer Mentor team integrated with our Outreach & Housing Liaison services supported by two Program Managers and with direct access to our Outpatient Services. This staff team liaises directly with the Clackamas County Behavioral Health Division, the 15 partner agencies in the county's Behavioral Health Resource Network and local law enforcement. With this team in-place, we would be able to immediately initiate services upon contract start while we recruit and hire a dedicated full-time Peer Mentor to fill the position and perform its duties long-term. We could also offer seven-day-per-week Peer Mentor support by splitting the duties between two staff positions. We would decide this in consultation with the CCSO team.

F. Quote Certification Form (attached)

G. Any additional information that Clackamas County should take into consideration for the project or qualifications

Parrott Creek's Peer Mentors are already well connected with both the Transition Center and CSAP, including the CCSO subsidy program at CSAP. We currently provide substance use treatment to many CCSO clients who are at-risk or already justice involved. Parrott Creek mentors and our stabilization housing program are prioritized for individuals under CCSO supervision, County Probation and/or not meeting CSAP requirements. We are often on-call to support CCSO staff and to assist in crisis navigation.

Through this contract, Parrott Creek would be able to have a Peer Mentor readily available seven days per week. Our Peer Mentor(s) would staff cases with Transition Center and CSAP staff and help support reintegration plans. We would offer support services, including community resource navigation; help identify wellness and recovery goals and support clients in achieving these; assist in addressing barriers in cases in which individuals are failing to engage in treatment; provide ongoing support for recovery, and linkages to care for those wanting access to treatment and other Recovery supports. Our Peer Mentor(s) would participate in planning, staff and system

collaboration meetings as necessary; would document individual interactions in our Electronic Health Record system that describes the services and supports provided to clients; would interact with clients in the treatment milieu in a prosocial manner; and fully engage with clients to transition back into the community.

Benefiting from our drop-in center on SE 72nd Ave, and our office location in Oregon City, we can take clients to community support meetings, prosocial, sober leisure & recreational activities, and other outings deemed appropriate and approved by treatment staff. Our drop-in locations provide access to peer groups and recovery meetings (NA/AA), support to meet basic needs, food pantry and clothing closet, laundry and shower facilities.

Parrott Creek was recently approved to attend CCSO collaboration meetings and we are already experienced visiting clients a month prior to their release from jail to plan for their release and to engage in treatment and mentoring support. This has given our team experiences connecting clients to resources such as food stamps, food boxes, ID's (we can help clients get these for free), resume help, relationships with sober living housing, and employment through our contacts at Dave's Killer Bread and United Salad Company. We are well connected with a multitude of partnering agencies, as listed below, with strong links to and culturally specific providers and related community groups.

Parrott Creek has strong partnership with many mainstream providers and agencies, including Clackamas County Clinics, Clackamas County Behavioral Health Division, Clackamas County Sheriff's Office, and the Clackamas County Continuum of Care (CoC). We have contractual relationships and partnerships with both Coordinated Care Organizations serving Clackamas County, are credentialed with most private health insurers in Oregon and have strong partnerships with dozens of community service providers through our participation in both the Clackamas and Tri-County Behavioral Health Resource Networks (30+ organizations), Safe Kids Coalition (15+ organizations) and the Oregon Alliance (35 organizations).

Over the last six months, Parrott Creek staff have been lead partners on the County's working group developing the new "deflection program" and Impact Court. This has further increased our connections and partnerships within the county which in turn has contributed to the overall success of our clients. Over the last year, 94% of the clients we supported through SUD treatment to access or preserve their housing remain in safe and stable housing as well as maintaining their sobriety. We are eager and excited to continue this work in a new capacity with the Sheriff's Office.