

## IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA THE BONFIRE PORTAL (<https://fairfaxcounty.bonfirehub.com>)

Fairfax County Government uses a procurement portal powered by Bonfire Interactive for accepting and evaluating proposals. To register, visit <https://fairfaxcounty.bonfirehub.com> . Additional assistance is also available at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).

An optional pre-proposal conference will be held online via Microsoft Teams conferencing on April 11, 2023, at 2:00 PM Eastern Time. See Section 2 of the RFP for details.

Submitting proposals via the Bonfire portal is **mandatory**. Fairfax County will not accept proposals submitted by paper, telephone, facsimile. ("FAX") transmission, or electronic mail (e-mail) in response to this RFP. Reference Special Provisions, Section 15 Submission of Proposal for additional information.

Fairfax County strongly encourages offerors to submit proposals well in advance of the proposal submission deadline. A proposal submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Offerors are responsible for the consequences of any failure to plan ahead in the submission of its Proposal.

All questions pertaining to this RFP should be submitted in writing to the contract specialist at [dpmteam3@fairfaxcounty.gov](mailto:dpmteam3@fairfaxcounty.gov) or [Jadira.Blevins@fairfaxcounty.gov](mailto:Jadira.Blevins@fairfaxcounty.gov).



# FAIRFAX COUNTY

## DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427  
FAIRFAX, VIRGINIA 22035-0013

### VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

<b>ISSUE DATE:</b> April 4, 2023 3:30 PM Eastern Time	<b>REQUEST FOR PROPOSAL NUMBER:</b> 2000003710	<b>TITLE:</b> Regional Residential Opioid Abatement
<b>DEPARTMENT:</b> Northern Virginia Regional Projects Office	<b>DUE DATE/TIME:</b> May 2, 2023 2:00 P.M. Eastern Time	<b>CONTRACT SPECIALIST:</b> Jadira C. Blevins, CPPB <a href="mailto:Jadira.Blevins@fairfaxcounty.gov">Jadira.Blevins@fairfaxcounty.gov</a>

**Proposals** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

**Note:** Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

\_\_\_\_\_

Federal Employer Identification No or \_\_\_\_\_

\_\_\_\_\_

Federal Social Security No.(Sole Proprietor) \_\_\_\_\_

\_\_\_\_\_

Prompt Payment Discount: \_\_\_% for payment within \_\_\_ days/net \_\_\_ days

\_\_\_\_\_

State Corporation Commission (SCC) Identification No. \_\_\_\_\_

**By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting, by any other relevant certifications set forth in Attachment A, and the Affirmation of Legally Required Contract Terms set forth in Attachment A-8.**

\_\_\_\_\_

Vendor Legally Authorized Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent by way of upload to Fairfax County's procurement portal at <https://fairfaxcounty.bonfirehub.com> until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



## SPECIAL PROVISIONS

### 1. SCOPE OF SERVICES:

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the implementation, management and provision of residential Substance Use Services for Adolescents for the County of Fairfax, Virginia on behalf of Department of Behavioral Health and Development Services (DBHDS) Northern Virginia Region 2 (DBHDS Region 2) Health Planning Region II (HPR II). The County reserves the right to add services for adults at a future date.
- 1.2. Services sought shall be according to the American Society of Addiction Medicine (ASAM) Levels 3.5 and 3.7, as defined by ASAM and described in 1.3 a-c.
- 1.3. **Opioid Abatement Services for Adolescents ages 13 through 17 years old with an opioid use disorder diagnosis.** The adolescent may also have co-occurring substance use disorders (SUD) and/or behavioral health diagnoses. The desired services include 2 levels of treatment and 2 lengths of stay as defined by ASAM, neither of which is currently available in Region 2 for adolescents in need of opiate detox and residential services:
  - a. American Society of Addiction Medicine (ASAM) Level 3.7 - Withdrawal Management (WM) - Medically Monitored Inpatient Withdrawal Management Services for Adolescents. (1-14 days) OR
  - b. American Society of Addiction Medicine (ASAM) Level 3.5 – Clinically Managed Residential Services for Adolescents with Withdrawal Management Services and Medication Assisted Treatment Provided as needed. (1-14 days) Primarily medical monitoring and engagement only.
  - c. American Society of Addiction Medicine (ASAM) Level 3.5 - Clinically Managed Residential Services for Adolescents (based on medical necessity, typically up to 90 days), this service must include and be in conjunction with day 1-14 withdrawal management services and medication assisted treatment (ASAM) level 3.5 Medical monitoring and substance use treatment services as referenced in 1.b.
- 1.4. **Opioid Abatement Services for Adults aged 18 years and older with an opioid use disorder diagnosis.** The adult may also have co-occurring substance use disorders and/or behavioral health diagnoses.
  - a. American Society for Addiction Medicine (ASAM) Level 3.7 Withdrawal Management (WM) - Medically Monitored Inpatient Withdrawal Management Services for Adults (1-14 days).
  - b. ASAM Level 3.5 Clinically Managed Residential Services for Adults (based on medical necessity, typically up to 90 days).
- 1.5. The resulting contract or contracts will be available for use by the Fairfax-Falls Church Community Services Board (CSB), Department of Behavioral Health and Developmental Services (DBHDS) Region 2 and/or each DBHDS Region 2 CSB. DBHDS Region 2 includes the Fairfax-Falls Church CSB as well as the Community Service Boards for Arlington County, Loudoun County, Prince William County, and the City of Alexandria. See Exhibit 1 for the DBHDS regional designation map. Services must be in one of the localities or within 50 miles within the boundaries of Virginia.
- 1.6. The intent of this solicitation is to award contracts for the services identified above on behalf of individuals located in DBHDS Region 2. Fairfax County reserves the right to make one or multiple awards to serve the best interests of Fairfax County and DBHDS Region 2. Other Region 2 CSB's may independently award contracts.

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- 1.7. The initial contract award will be for Adolescent Services as defined above in Section 1.3.a-c. Region 2 is seeking a facility for Adolescent Services, with a capacity for at least twenty (20) individuals, with the ability to move Adolescents between the levels of care as needed.
- 1.8. It is anticipated that service capacity needs will increase for Adolescents and will be added for adults during the contract term. Additional capacity along the continuum of residential Substance Use Services defined above are anticipated during the term of the contract and will be coordinated with the successful contractor (s) as the needs arise and should additional funding become available.
- 1.9. Offerors may propose to provide any service level or combination of service levels defined Section 1.3 and 1.4, noting that the initial award will be exclusively for adolescent services defined in Section 1.3.a-c..
- 1.10. The intent of this solicitation is to create facilities/programs for the exclusive use of individuals residing in Region 2. Selected Offerors will identify a physical facility/building for use, plan, design, implement, license, staff and operate applicable services defined above in Section 1.3. a-c and 1.4.a-b-. The Offerors proposal shall include an identified facility and associated costs to acquiring and maintaining the facility through the term of the resultant contract.
- 1.11. Proposals will also be accepted for the provision of services within existing programs/facilities that are not exclusively for Region 2 clients. It is anticipated that contracting for these services would be on a “Bed Day” or “Per Diem” basis. Fairfax County and DBHS Region 2 reserves the right to make one or multiple contract awards to serve the best interests of Fairfax County and DBHDS Region 2. Other Region 2 CSBs may independently award contracts.
- 1.12. Proposals for ASAM level 3.5 Services for Adolescents and/or Adults (Section 1.4 b-c and 1.4 b.) must include the provision of Comprehensive Medication Assisted Treatment (MAT) Services and Opioid Treatment Services (OTS). It is preferable that MAT/OTS services are provided on site.
- 1.13. Offerors are encouraged to consider proposals to operate Withdrawal Management and Residential Treatment services within the same facility. (Section 1.3 and 1.4). Services for adults and adolescents must be separate but may be co-located in the same physical building in compliance with DBHDS Regulations and Standards.
- 1.14. Facility Information:
  - a. Offerors shall identify a physical facility for the provision of services for the exclusive use of individuals residing in Region 2.
  - b. The location shall be located in Virginia, within Region 2 or within 50 miles of Region 2.
  - c. Locations identified outside of Region 2 must be reviewed and approved by the Regional Management Group (RMG).
  - d. The facility shall have the capacity for a minimum of 20 individuals. Other sizes may be considered.

## **2. PRE-PROPOSAL CONFERENCE:**

- 2.1. An optional pre-proposal conference will be held on April 11 at 2:00 P.M. by MS TEAMS. For the pre-proposal web conference, participants are required to register prior to the meeting. Follow link for registration: <https://teams.microsoft.com/registration/y1Zhom9dckGdfZNOsKeydQ,2Y-64y79FkOcDQXYRhXGHw,YXa8eQUjskqdNIDjczx2aA,d337mUowjU-M6uH6JNzmWA,u9SSaa87ikW42LUZNPajxw,7nUqcCcgGkaFBWqwYHpQsg?mode=read&tenantId=a26156cb-5d6f-4172-9d7d-934eb0a7b275&webinarRing=gcc>

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- 2.2. The purpose of the pre-proposal conference is to give potential offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to [jadira.blevins@fairfaxcounty.gov](mailto:jadira.blevins@fairfaxcounty.gov).
- 2.3. To request reasonable ADA accommodations, call the Department of Procurement and Material Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven working days in advance of the event to make the necessary arrangements.

### **3. CONTRACT PERIOD AND RENEWAL:**

- 3.1. This contract will be for five (5) years with one (1) five-year renewal option available or “as negotiated.
- 3.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County’s Department of Procurement and Material Management (DPMM). The County reserves the right to renew the contract for one (1) additional five (5) year periods, or any combination thereof, if agreeable to all parties as referenced in 3.1.
- 3.3. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County’s obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County’s failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

### **4. BACKGROUND:**

- 4.1. Community Services Boards (CSB) are the local behavioral health and developmental services agencies that serve as the point of entry into publicly funded safety-net services for individuals experiencing behavioral health, developmental disability and/or substance use-related treatment needs. In Virginia, the Department of Behavioral Health and Developmental Services (DBHDS) oversees CSBs and has established a regional management approach for coordinating many services where economies of scale and effort could assist in the diversion of individuals from admission to state facilities.
- 4.2. Core services provided by CSBs as, defined in the DBHDS Core Service Taxonomy are found here:  
<https://dbhds.virginia.gov/assets/doc/BH/oss/2010coreservicestaxonomy72v2.pdf>
- 4.3. Services in accordance with the core services provided by Community Services Boards within the cities and counties that they serve as outlined in the Scope of Services -Section 1.1) shall include:
  - a. Emergency services -24-hour services;
  - b. Same-day mental health screening services;

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- c. Outpatient primary care screening and monitoring services for physical health indicators and health risks and follow-up services for individuals identified as needing assistance with overcoming barriers to accessing primary health services, including developing linkages to primary health care providers;
  - d. Crisis Services such as a regional crisis call center and mobile crisis response, and
  - e. Subject to the availability of funds appropriated for the case management services.
- 4.4. The core of services may include a comprehensive system of inpatient, outpatient, day support, residential, prevention, early intervention, and other appropriate mental health, developmental, and substance abuse services necessary to provide individualized services and supports to individuals with behavioral health or developmental service needs.
- 4.5. To maintain comprehensive behavioral health, developmental, and substance use services within the continuum of care, the CSB shall function as the single point of entry into publicly funded behavioral health, developmental, and substance use services.
- 4.6. DBHDS Region 2 programs and projects are managed by the Northern Virginia Regional Projects Office (NVRPO), under the authority of the Regional Management Group (RMG) which includes the Executive Directors of the five Northern Virginia CSBs and the Facility Director of the Northern Virginia Mental Health Institute, the local State hospital, with the assistance of the Fairfax-Falls Church CSB and Fairfax County which serves as the fiscal agent for NVRPO. The Fairfax-Falls Church CSB's web page can be found, <http://www.fairfaxcounty.gov/csb/>, and the NVRPO web page found at, <https://www.fairfaxcounty.gov/community-services-board/region>. NVRPO shall appoint a Contract Officer who will be the point of contact for all contractual items.
- 4.7. DBHDS Regional CSBs are committed to providing quality treatment options for individuals and families impacted by substance use disorder. The Region is situated outside of Washington DC and includes urban, suburban and semi-rural areas. The population of the region is over 2,000,000. As with most other areas of the county, the area has seen a rise in recent overdoses to include overdose deaths. Region 2 CSBs believe that timely intervention and quality treatment services are primary objective moving forward. At the current time, there is unmet need for both withdrawal management services and clinically managed residential services, particularly for youth. The number of youth visits to the Emergency Department for opioid related overdoses trended higher in the first half of 2022 as compared to previous years. Fentanyl is identified in overdoses. However, individuals often report they did not know they were injecting fentanyl, making substance use even more dangerous. Services through this RFP aim to provide timely intervention to individuals in need.

## 5. DEFINITIONS:

- 5.1. **Medically Monitored** is defined by ASAM as “services are provided by an interdisciplinary staff of nurses, counselors, social workers, addiction specialists, or other health and technical personnel under the direction of a licensed physician. Medical monitoring is provided through an appropriate mix of direct patient contact, review of records, team meetings, 24-hour coverage by a physician, 24-hour nursing and a quality assurance program. This type of care is described under Level 3.7 inpatient programs.”
- 5.2. **Clinically Managed** is defined by ASAM as “services are directed by nonphysician addiction specialists rather than medical personnel. They are appropriate for individuals whose primary problems involve emotional, behavioral, cognitive, readiness to change, relapse, or recovery environment concerns. Intoxication, withdrawal, and biomedical concerns, if present, are safely manageable in a clinically managed service. This type of care is described under Level 3.1, 3.3 and 3.5 residential programs “

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- 5.3. **Regional Management Group (RMG)** The RMG is comprised of Region 2's five CSB Executive Directors, and the Northern Virginia Mental Health Institute (NVMHI) facility director. The RMG meets monthly to review utilization of regional projects, including monthly review of comprehensive data reports to ensure that the programs are meeting the regional needs, and to make decisions about current and future program needs. The Regional Management Group will receive data and updates regarding contract status.
- 5.4. **Northern Virginia Regional Projects Office (NVRPO)** DBHDS Region 2 programs and projects are managed by the Northern Virginia Regional Projects Office (NVRPO), under the authority of the Regional Management Group (RMG) which includes the Executive Directors of the five Northern Virginia CSBs and the Facility Director of the Northern Virginia Mental Health Institute, the local State hospital, with the assistance of the Fairfax-Falls Church CSB and Fairfax County which serves as the fiscal agent for NVRPO.
- 5.5. **Credentialed Addiction Treatment Professionals (CATP)** Credentialed addiction treatment professionals" or "CATP" means an individual licensed or registered with the appropriate Board in the following roles: (i) an addiction-credentialed physician or physician with experience or training in addiction medicine; (ii) physician extenders with experience or training in addiction medicine; (iii) a licensed psychiatrist; (iv) a licensed clinical psychologist; (v) a licensed clinical social worker; (vi) a licensed professional counselor; (vii) a registered psychiatric clinical nurse specialist; (viii) a licensed psychiatric nurse practitioner; (ix) a licensed marriage and family therapist; (x) a licensed substance abuse treatment practitioner; (xi) residents under supervision of a licensed professional counselor (18VAC115-20-10), licensed marriage and family therapist (18VAC115-50-10), or licensed substance abuse treatment practitioner (18VAC115-60-10) and registered with the Virginia Board of Counseling; (xii) residents in psychology under supervision of a licensed clinical psychologist and registered with the Virginia Board of Psychology (18VAC125-20-10); or (xiii) supervisees in social work under the supervision of a licensed clinical social worker and registered with the Virginia Board of Social Work (18VAC140-20-10).
- 5.6. **Behavioral Health Specialists** means a professional with a bachelor's degree from an accredited four-year college or university in psychology, addiction, social work, sociology, nursing, public health, or a related field with documented skills and experience in the provision of Addiction Treatment Services (e.g., Certified Substance Abuse Counselor)

## **6. STATEMENT OF NEEDS:**

- 6.1. Qualified offerors are encouraged to submit a proposal to provide one or more of the services outlined in Section 1. Scope of Services.
- 6.2. All services shall comply with Virginia Department of Medical Assistance Services (DMAS) regulations, DBHDS Licensure regulations, ASAM Standards, Virginia Human Rights Regulations, and Community Services Performance Contract for the Purchase of Community Mental Health, Developmental, and Substance Abuse Services, as promulgated by the Virginia Department of Behavioral Health and Developmental Services, found by following the links below.
- a. [Addiction and Recovery Treatment Services \(virginia.gov\)](http://virginia.gov)
  - b. [Policy and Provider Manual \(virginia.gov\)](http://virginia.gov)
  - c. [ASAM Criteria & Levels of Care in Addiction Treatment \(americanaddictioncenters.org\)](http://americanaddictioncenters.org)
  - d. <https://law.lis.virginia.gov/admincode/title12/agency35/chapter115/>
  - e. [Community Contracting - Virginia Department of Behavioral Health and Developmental Services](#)  
[Virginia Administrative Code - Title 12. Health - Agency 35. Department of Behavioral Health And Developmental Services - Chapter 105. Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services](#)

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### 6.3. SERVICES FOR YOUTH:

- a. Withdrawal Management Services for Adolescents. 1- 14 Days (Section 1, Scope of Services)  
Description of Services :(applies to 3.7 and 3.5 with Withdrawal Management (WM) unless otherwise specified)
- b. Level 3.7 WM: Medically Monitored Inpatient Programs high intensity for adolescents. This level of care is designed for patients with biomedical, emotional, behavioral and/or cognitive conditions that require highly structured 24-hour services including direct evaluation, observation, and medically monitored addiction treatment. Medically monitored treatment is provided through a combination of direct patient contact, record review, team meetings and quality assurance programming. Level 3.7 is appropriate for adolescents with co-occurring psychiatric disorders or symptoms that hinder their ability to successfully engage in SUD treatment in other settings. Services in this program are meant to orient or re-orient patients to daily life structures outside of substance use.
- c. Level 3.5 Clinically Managed Services with withdrawal management services Same services as Level 3.7 WM with the addition of Clinically Managed Residential Withdrawal Management for adolescents only.
- d. Setting: Services are provided in freestanding, appropriately licensed facilities located in a community setting or a specialty unit in a general or psychiatric hospital or other licensed health care facility.
- e. Provider Type: 3.7 WM level services. Interdisciplinary team is made up of physicians credentialed in addiction who are available 24 hours daily, registered nurses, and additional appropriately credentialed nurses, addiction counselors, behavioral health specialists, clinical staff who are knowledgeable about biological and psychosocial dimensions of SUD and psychiatric conditions who have specialized training in behavior management techniques and evidence-based practices.
- f. Provider Type: 3.5 with WM level services. Same as Provider Type 3.7 WM level services.
- g. Treatment Goal: Patients with biomedical conditions, and emotional, behavioral, or cognitive complications receive stabilizing care including directed evaluation, observation, medical monitoring, 24-hour care and addiction treatment.
- h. Services: Daily clinical services, which involve medical and 24-hour nursing services, individual, group, family and activity services; pharmacological, cognitive, behavioral or other therapies; counseling and clinical monitoring; random drug screening; health education services.
- i. Required Therapies/Strategies: Services must be evidence-based and include:
  1. Motivational interviewing/motivation enhancement;
  2. Strength based approaches;
  3. Peer Support/Connection to Peer Services;
  4. Family Support, Education and Therapy;
  5. Medication monitoring;
  6. Psychoeducation;
  7. Case Coordination;
  8. Relapse Prevention and Refusal Skills;



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9. Client Recreation and Access to the outdoors;
  10. System of Behavior Management;
  11. Discharge Planning.
- j. Service Duration: typically, 1- 14 days. Duration may be longer based on mutual agreement of contractor and CSB/Region 2.
- k. Target Population individuals who:
1. Show signs of intoxication or withdrawal from alcohol or other drugs and/or;
  2. Have subacute biomedical and/or emotional, behavioral, or cognitive problems that require 24-hour monitoring treatment but do not need the full resources of an acute care general hospital or a medically managed inpatient treatment program and/or;
  3. Have a recent history of withdrawal management at a less intensive level of care, marked by inability to complete withdrawal management and enter into continuing treatment;
  4. Are 13- 17 years of age and have parental consent, as required;
  5. Are residents of Region 2 localities;
  6. Agree to cooperate by providing basic identifying information;
  7. Agree to comply with program rules and procedures and meet admission criteria for medically monitored withdrawal management ASAM Level 3.7 level of care criteria or ASAM 3.5 with withdrawal management services as evidenced by multi-dimensional assessment that supports the medical necessity for this level of care.
- l. GENERAL REQUIREMENTS:
1. Provide assessment and admission 24 hours per day, 7 days per week for individuals meeting medical necessity and admission criteria. Exclusionary Criteria must be developed and reviewed with consultation from Region 2 RMG.
  2. Referrals- Upon contract award, the selected offeror(s) will work with the NVRPO Contract Manager, Northern Virginia Regional Projects Office (NVRPO) on behalf of the Regional Management Group (RMG) to identify specific referral procedures. Individuals referred to the services provided through this contract will be referred by Region 2 CSB staff.
  3. Admit all eligible persons who are referred for admission up to the approved capacity in accordance with exclusionary criteria reviewed by RMG.
  4. Conduct an assessment to admit each client to the program and ensure they will receive the proper level of care. The assessment must include a written record of the following:
    - a. Client identifying information (i.e., name, address, date of birth, social security number); client bio-psychosocial history, pattern of substance use behaviors and treatment history, and medical history;

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- b. Additional assessment and documentation of initial physical condition, including measurement of blood alcohol content, respiration rate, pulse rate, blood pressure, body temperature and, if indicated, urinalysis. Clinical Institute Withdrawal Assessment Alcohol Scale (CIWA) and Clinical Opiate Withdrawal Scale (COWS) monitored daily by a nurse during days 1-14;
  - c. All data elements required by Virginia Department of Behavioral Health and Developmental Services licensure including physical examination and Tuberculosis (TB) screening;
  - d. Information about the client's referral source, as appropriate, to include name of referring provider, other identified and relevant treatment/medical providers, emergency contacts, and signed releases of information. Proper consent from client's parent/guardian;
  - e. Client/Parent signatures on appropriate consents and release of information. If the individual being admitted shows signs of intoxication or behavioral distress too acute to provide informed consent, the potential client may be admitted, but the release form must be signed as soon as he or she can do so. If the potential client /parent refuses to sign the consent form, he or she shall not be admitted.
5. Provide evidence consistent with licensing requirements to the Northern Virginia Regional Projects (NVRPO) Contract Officer that ongoing monitoring and evaluation of client progress is occurring. Such documentation must include:
- a. Case notes of weekly case reviews of each client by program staff;
  - b. Necessary modifications in an individual's client treatment plan or resident service plan (original documentation in addition to recommended modifications must be included);
  - c. Progress reports of client's accomplishments related to individualized client treatment plan;
  - d. Discharge summary which outlines client progress while in treatment and recommended follow up services;
  - e. Evidence of requesting client and family feedback regarding the duration, intensity, and quality of the services provided by the Contractor via client engagement survey at discharge;
  - f. Documentation of services coordinated on behalf of clients with all service providers who are a part of the interdisciplinary team and other community organizations.
6. Provide evidence consistent with licensing requirements to the NVRPO Contract Officer that ongoing monitoring and evaluation of client progress is occurring. Such documentation must include:
- a. Case notes of weekly case reviews of each client by program staff;
  - b. Necessary modifications in an individual's client treatment plan or resident service plan (original documentation in addition to recommended modifications must be included);
  - c. Progress reports of client's accomplishments related to individualized client treatment plan;

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- d. Discharge summary which outlines client progress while in treatment and recommended follow up services;
  - e. Evidence of requesting client and family feedback regarding the duration, intensity, and quality of the services provided by the Contractor via client engagement survey at discharge;
  - f. Documentation of services coordinated on behalf of clients with all service providers who are a part of the interdisciplinary team and other community organizations;
  - g. Before any planned discharge from the facility, devise a continuing care plan tailored to the individual's and family strengths, needs and coordinate appropriate referrals for support services. Coordinate discharge with CSB designated staff as appropriate;
  - h. Develop policies and treatment protocols to assess mental health conditions and intervene as necessary to ensure safety.
7. Develop protocols, supported by a physician or physician extender knowledgeable in addiction medicine, and treatment of youth for use if a client deteriorates and needs medical/psychiatric interventions. Protocols must include conditions that warrant nursing and physician care and determining factors for transferring a client to a medically managed level of care or a psychiatric hospital/program.
8. 3.7 level services: Ensure that licensed physicians, or physician extenders under supervision of a physician, perform physical examinations for all admitted individuals within 24-hours of admission unless contract manager has approved a delay in services.
9. 3.5 level services: Ensure that a nursing assessment is conducted at the time of admission. Ensure that a physician or physician extender is consulted regarding admission. Nursing assessments include monitoring CIWA and COWS daily, during days 1-14.
10. Provide the following minimum levels of direct client services, as defined by a combination of counseling, educational and support activities designed to increase the clients' and family's knowledge about the impact of alcohol and drugs on their lives, to assist clients in developing a recovery plan and to provide clients the opportunity to learn the skills needed to achieve the plan's goals. A minimum of thirty-five (35) hours per week of clinical services, which shall include:
- a. Active and ongoing engagement of family and/or other natural supports including family counseling and therapy, psychoeducation, referrals to other services, recreation and activities;
  - b. Daily clinical services provided by an interdisciplinary treatment team to assess and address clients' individual needs and may involve appropriate medical/nursing, individual, group, family, recreation, physical activity and community activity services;
  - c. Active and ongoing engagement of family and/or other natural supports including family counseling/therapy, psychoeducation, referrals to other services, recreation and community activities;
  - d. Program activities to stabilize acute addictive and/or psychiatric symptoms, which may include pharmacological, cognitive-behavioral, and other therapies administered on an individual or group basis;

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- e. Random alcohol and drug screening to monitor substance use and reinforce treatment gains;
  - f. Regular monitoring of clients' adherence in taking prescribed medications;
  - g. Planned clinical program activities designed to enhance clients' understanding of their substance use and/or mental health disorders;
  - h. Health education and psycho education associated with the course of addiction and any other potential health-related risk factors, as appropriate;
  - i. Evidence-based practices, such as motivational enhancement strategies and interventions that are appropriate to each client's stage of readiness to change;
  - j. Trauma-informed milieu and engagement of adolescents and families;
  - k. Access to family peer support and adolescent peer support. Supportive services for clients' family members or significant others;
  - l. Daily treatment services to manage acute symptoms of clients' biomedical, substance use, or mental disorders;
  - m. Monitoring of physical and mental status;
  - n. Monitoring of school and education services, if applicable.
11. Provide a minimum of one hour per week of individual counseling/therapy for each client. Provide a minimum of one hour per week of family counseling/therapy for each client, as appropriate.
12. Within 24 hours of the client's intake, develop a preliminary Individual Service Plan (ISP) that focuses on the goal of stabilization of withdrawal symptoms, and within 72 hours of the client's intake develop an ISP that outlines the goals and outcomes identified by the client to achieve while in the program. The ISP must include at a minimum:
- a. Statement of client-and family identified strengths;
  - b. Statement of client-identified goals and a sequence of short-term, measurable objectives to meet identified needs;
  - c. Statement of treatment interventions to be offered and frequency of those services to assist clients with meeting the identified goals and objectives;
  - d. Recommended collaboration with primary treatment providers, to include outpatient therapist/case manager, medical providers, peer supports, and involvement of natural social supports, such as family members, mentors, or sponsors;
  - e. Collaboration with and/or referral to medical or psychiatric treatment, as deemed clinically appropriate;
  - f. Documentation of successful completion criteria.
13. Encourage and support family engagement in addition to family therapy/counseling as appropriate and outlined in the ISP.

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14. Maintain affiliations with other levels of care facilities, to include CSB programming and develop protocols for transfer when clinically appropriate.
  15. Develop continued stay and discharge criteria that are consistent with ASAM guidelines. Guidelines can be obtained directly from ASAM. Criteria must be reviewed by RMG.
- a. **STAFFING REQUIREMENTS:**
1. Provide 24-hour staff coverage as well as a 24-hour on-call addiction-credentialed physician or a physician/physician extender with experience in addiction medicine coverage. These providers will operate within the scope of their practice to assess and diagnose, treat, and obtain and interpret information regarding the individual's medical, psychiatric, and substance use disorders history.
  2. **3.7 level services:** Ensure that licensed physicians, or physician extenders under supervision of a physician, perform physical examinations for all admitted individuals within 24-hours of admission unless contract manager has approved a delay in services.
  3. **3.5 level services:** Ensure that a nursing assessment is conducted at the time of admission. Ensure that a physician or physician extender is consulted regarding admission. Nursing assessments include monitoring CIWA and COWS daily, during days 1-14.
  4. Ensure that Credentialed Addiction Treatment Professionals, as defined in the Definitions Section above, are on site for a minimum of 12 hours per day.
  5. Ensure that Behavioral Health Specialists, as defined in the Definitions Section above, are on site 24 hours per day. The client to staff ratio must be appropriate to complexity and number of individuals served.
  6. Ensure that staffing pattern is maintained utilizing consistent, qualified staff. It is recognized that full-time staff receiving benefits result in less staff turnover. Staffing patterns must be realistic to promote staff consistency and training.
  7. Ensure that Program has 24-hour access to a physician, physician extender, or nurse practitioner with prescribing privileges either in person or through tele-psychiatry.
  8. Provide Nurses and Practical Nurses with experience in managing co-occurring disorders who can provide care to; and observation of individuals as defined in the Individual Service Plan.
  9. Nursing staff shall be able to provide 24-hour assessment and treatment including the administration of prescribed medication and non-compliance with ASAM and DMAS criteria.

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10. An addiction-credentialed physician/physician extender or a physician/physician extender with experience in addiction medicine must oversee the treatment process and assure quality of care. The physician or physician extender must have the ability to supervise addiction pharma co-therapy, integrated with psychosocial therapies in addiction treatment, and manage co-occurring mental health conditions. All medical providers must possess a Drug Enforcement Agency waiver to prescribe buprenorphine.
  11. Program staff must be experienced and trained in identifying the signs and symptoms of mental illness and able to provide education to clients on the interactions of substance use and psychotropic medications.
  12. Program staff, at a minimum, must meet the standards of a Behavioral Health Specialist and be knowledgeable about the biological and psychosocial dimensions of substance use disorders and mental illnesses and their treatment. Staff must be able to identify and acute psychiatric conditions, symptom increase and/or escalation, and decompensation.
  13. Ensure that all clinical, supervisory and management staff have received training in the tenants of trauma informed care.
  14. Clinical staff must have specialized training in behavior management and client de-escalation techniques. Training must be documented. There must be a provision for annual refresher training. Training in program specific procedures must also be provided and documented.
  15. Contractor must have a plan for language services for non-English speaking clients and families.
  16. Contractor must address how it will address and manage the transportation needs of clients.
- 6.4. **ASAM Level 3.5 – Clinically Managed Medium Intensity (Scope of Services, Section 1)**
- 6.4a. Residential Services for Adolescents. Based on Medical Necessity, Typically, Up to 90 days, day 1-14 will include withdrawal management services (ASAM) level 3.5.
- Description of Services:
- a. Setting: Services are often provided in freestanding, licensed facilities located in a community setting or a specialty unit within a licensed health care facility. Such programs rely on the treatment community as a therapeutic agent.
  - b. Provider Type: Same as Provider Type 3.7 WM level services except, no on-site physicians are not required.
  - c. Treatment Goal: Comprehensive, multifaceted treatment is provided to individuals with psychological problems and chaotic or unsupportive interpersonal relationships, and criminal justice histories. The level of current instability is of such severity that the individual is in imminent danger if not in a 24-hour treatment setting. Treatment promotes abstinence from substance use, arrest, and other negative behaviors to effect change in the patients' lifestyle, attitudes, and values, and focuses on stabilizing current severity and preparation to continue treatment in less intensive levels of care.

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- d. Services Description: Level 3.5 clinically managed residential services are designed to improve the patient's ability to structure and organize the tasks of daily living, stabilize and maintain the stability of the individual's substance use disorder symptoms, to help them develop and apply sufficient recovery skills, and to develop and practice prosocial behaviors such that immediate or imminent return to substance use upon transfer to a less intensive level is avoided. The skilled treatment services include a range of cognitive, behavioral and other therapies administered on an individual and group basis; medication management and medication education; counseling and clinical monitoring; random drug screening; planned clinical activities and professional services to develop and apply recovery skills; family therapy; educational groups; occupational and recreational therapies; art, music or movement therapies; physical therapy; and related services directed exclusively toward the benefit of the individual. Comprehensive Medication Assisted Treatment options are offered.
- e. Required Therapies/Strategies - Services must be evidence-based and include:
1. motivational interviewing/motivation enhancement,
  2. strength based approaches,
  3. Peer Support/Connection to Peer Services
  4. Family Support, Education and Therapy
  5. Medication monitoring
  6. Psychoeducation
  7. Case Coordination
  8. Relapse Prevention and Refusal Skills
  9. Individualized Academic Instruction
  10. Client Recreation and Access to the outdoors
  11. Monitoring of school and education services; identified program staff will provide liaison, coordination, and monitoring of school/education.
- f. Service Duration: typically, up to 90 days. Duration may be longer based on mutual agreement of contractor and CSB/Region 2.
- g. Target Population:
1. Individuals who meet the medical necessity criteria for ASAM Level 3.5 Services.
  2. Are 13-17 years of age and have parental consent, as required.
  3. Are residents of Region 2 localities.
  4. Agree to cooperate by providing basic identifying information.
  5. Agree to comply with program rules and procedures and meet admission criteria.

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- h. General Requirements:
1. **Provide ASAM 3.5 Level Clinically Managed, High-Intensity Residential Services** for adolescents with a substance use disorder(s) to enable them to begin their recovery. <https://www.asamcontinuurn.org/knowledgebase/what-are-the-asam-levels-of-care/>. Exclusionary Criteria must be developed and reviewed with consultation from Region 2 RMG.
  2. Admit all eligible persons who are referred for admission up to the approved capacity.
  3. Ensure that client intake includes collection and recording of the following:
    - a. Client identifying information (i.e., name, address, date of birth, social security number); client biopsychosocial history, pattern of substance use behaviors and treatment history, and medical history.
    - b. Additional assessment and documentation of initial physical condition including measurement of blood alcohol content, respiration rate, pulse rate, blood pressure, body temperature and, if indicated, urinalysis. Day 1-14 CIWA and COWS monitored by nurse staff.
    - c. All data elements required by the Virginia Department of Behavioral Health and Developmental Services licensure including physical examination and TB screening for all clients.
    - d. Information about the client's referral source, as appropriate, to include name of referring provider, other identified and relevant treatment/medical providers, emergency contacts, treatment consent, and signed releases of information.
  4. Provide evidence consistent with licensing requirements to the NVRPO Contract Officer that ongoing monitoring and evaluation of client progress is occurring. Such documentation must include:
    - a. Case notes of weekly case reviews of each client by program staff.
    - b. Necessary modifications in an individual's client treatment plan or resident service plan (original documentation in addition to recommended modifications must be included);
    - c. Progress reports of client's accomplishments related to individualized client treatment plan.
    - d. Discharge summary which outlines client progress while in treatment and recommended follow up services.
    - e. Evidence of requesting client and family feedback regarding the duration, intensity, and quality of the services provided by the Contractor via client engagement survey at discharge.
    - f. Documentation of services coordinated on behalf of clients with all service providers who are a part of the interdisciplinary team and other community organizations.
  5. Before any planned discharge from the facility, devise a continuing care plan tailored to the individual's and family's strengths, needs, and coordinate all appropriate referrals for support services. Coordinate discharge plans with youth's catchment area CSB for linkage to services upon discharge.
  6. Enter client data into offerors Electronic Health Record system, including admission, discharge, and treatment information, as required.



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7. Provide the following minimum levels of direct client services, as defined by a combination of counseling, educational and support activities designed to increase clients' knowledge about the impact of alcohol and drugs on their lives, to assist clients in developing a recovery plan and to learn the skills needed to achieve the plan's goals. Provide a minimum of thirty-five (35) hours per week of clinical services, to include:
- a. Active and ongoing engagement of family and/or other natural supports including family counseling/therapy, psychoeducation, referrals to other services, recreation and community activities.
  - b. Daily clinical services to improve clients' ability to structure and organize the tasks of daily living and recovery, such as personal responsibility and appearance and developing and practicing social behaviors.
  - c. Activities to obtain/maintain stabilization of addiction symptoms, such as relapse prevention, exploring interpersonal choices, understanding of the mental health and/or substance use disorder, and development of a social support network.
  - d. Random alcohol and drug screens to monitor substance use and to reinforce treatment gains.
  - e. Comprehensive Medication Assisted Treatment options.
  - f. Evidence-based cognitive, behavioral, and other therapies administered in both an individual and group basis.
  - g. Motivational enhancement and engagement strategies appropriate to each client's stage of readiness and desire to change.
  - h. Clinical services to help with re-integration into the community, such as employment readiness, health education, and time management skills.
  - i. Monitoring of clients' adherence in taking prescribed medications.
  - j. Planned community activities to foster social values and community living skills.
  - k. Access to family peer support and youth peer support.
  - l. Trauma informed milieu and engagement of youth and families.
  - m. Monitoring of school and education services. Identified program staff will provide liaison, coordination, and monitoring of school/education.
8. Ensure that the credentialed addiction treatment professional(s) complete and document an initial Individual Service Plan (ISP). A comprehensive ISP shall be fully developed and documented within fourteen (14) calendar days of the initiation of services and signed and dated by the credentialed addiction treatment professional(s), as necessary, preparing the ISP. Contractor staff must include client and the family/caregiver in the development of the ISP, as may be appropriate and aid the client if his/her condition requires help. The ISP must include at a minimum:
- a. Description of client's presenting problem and the need for residential treatment services.
  - b. Statement of client-identified goals and a sequence of short-term, measurable objectives to meet identified needs.
  - c. Statement of treatment interventions to be offered and frequency of those services to assist client with meeting the identified goals and objectives.

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- d. Recommended collaboration with primary treatment providers, to include outpatient therapist/case manager, medical providers, education/school providers, peer supports, and involvement of natural social supports, such as family members, mentors, or sponsors.
  - e. Collaboration with and/or referral to medical or psychiatric treatment, as deemed clinically appropriate.
  - f. Successful completion or discharge criteria.
- i. **STAFFING REQUIREMENTS:**
- 1. Ensure that the treatment team includes actively credentialed addiction treatment professionals with a minimum of two years' experience working with substance use disorders and acting within the scope of their practice, such as physicians, physician extenders and allied health professionals. Credentialed addiction treatment professionals must be available on site or by telephone 24 hours per day and 7 days per week.
  - 2. Ensure that Credentialed Addiction Treatment Professionals, as defined in Section 5, Definitions are on site a minimum of 12 hours per day.
  - 3. Ensure that Behavioral Health Specialists as defined in Section 5, Definitions are on site 24 hours per day. Client to staff ratio must be appropriate to complexity and number of individuals served.
  - 4. Ensure that staffing pattern is maintained utilizing consistent, qualified staff. It is recognized that full-time staff receiving benefits result in less staff turnover. Staffing patterns must be realistic to promote staff consistency and training.
  - 5. Ensure that clinical staff is experienced in and knowledgeable about the bio-psychosocial dimensions of treatment of substance use disorders and able to identify and diagnose acute psychiatric conditions and decompensation. Clinical staff shall have specialized training in relevant behavior management techniques and evidence-based best practices in working with individuals experiencing addiction.
  - 6. Ensure that staff are cross trained in addiction and mental health to understand the signs and symptoms of mental illness. Provide education to clients on the interactions with substance use and psychotropic medications.
  - 7. Provide case management staff who coordinate all client services to include collaborating, coordinating, and monitoring school/education providers. Case managers must have a minimum of two years' experience in substance use treatment service coordination.
  - 8. Ensure that all clinical, supervisory and management staff are trained in tenants of trauma informed care.
  - 9. Ensure that clinical staff are trained in behavior management techniques that are intended to bring about positive behavior change, including but not limited to: cognitive behavioral therapy, contingency contracting, contingency management, motivational enhancement therapy, and crisis prevention and de-escalation.

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10. Contractor must have a plan for language services for non-English speaking clients and families.
11. Program staff, at a minimum, must meet the standards of a Behavioral Health Specialist and be knowledgeable about the biological and psychosocial dimensions of substance use disorders and mental illnesses and their treatment. Staff must be able to identify acute psychiatric conditions, symptom increase and/or escalation, and decompensation.
12. Clinical staff must have specialized training in behavior management and client de-escalation techniques. Training must be documented. There must be a provision for annual refresher training.

**6.5. SERVICES FOR ADULTS:**

6.5a. ASAM Level 3.7 – Medically Monitored (See II a) Inpatient Withdrawal Management Services for Adults. 1-14 Days.

Description of Services: Level 3.7: Same as Description Level 3.7 WM, see Section 1.3.a level services for youth except provided to adults aged 18 and above.

- a. Setting: Services are provided in freestanding, appropriately licensed facilities located in a community setting or a specialty unit in a general or psychiatric hospital or other licensed health care facility.
- b. Provider Type: Same as Provider Type 3.7 WM level services.
- c. Treatment Goal: Patients with greater severity of withdrawal, biomedical conditions, and emotional, behavioral, or cognitive complications receive stabilizing care including directed evaluation, observation, medical monitoring, 24-hour nursing care and addiction treatment.
- d. Services: Daily clinical services, which include medical and 24-hour nursing services, individual, group, family and activity services; pharmacological, cognitive, behavioral or other therapies; counseling and clinical monitoring; random drug screening; health education services. Comprehensive Medication Assisted Treatment options are offered.
- e. Required Therapies/Strategies- Services must evidence-based and include: motivational interviewing/motivation enhancement,
  1. strength based approaches,
  2. Relapse Prevention and Refusal Skills
  3. System of Behavior Management
  4. Medication monitoring
  5. Psychoeducation
  6. Case Coordination
  7. Peer Support/Connection to Peer Services
  8. Family support, education
- f. Service Duration: based on medical necessity, typically 1- 14 days. Duration may be longer based on mutual agreement of contractor and CSB/Region 2.
- g. Target Population individuals who:
  1. Show signs of intoxication or withdrawal from alcohol or other drugs and/or;

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2. Have subacute biomedical and emotional, behavioral, or cognitive problems that are so severe that they require inpatient treatment but do not need the full resources of an acute care general hospital or a medically managed inpatient treatment program and/or;
3. Require medication and/or have a recent history of withdrawal management at a less intensive level of care, marked by inability to complete withdrawal management and enter into continuing treatment;
4. Are 18 years of age or older;
5. Are residents of Region 2 localities;.
6. Agree to cooperate by providing basic identifying information;
7. Agree to comply with program rules and procedures and meet admission criteria for medically monitored withdrawal management ASAM Level 3.7 level of care criteria as evidenced by the administration of a multidimensional assessment that supports the medical necessity for this level of care.

#### h. **GENERAL REQUIREMENTS:**

1. Provide Medically Monitored Intensive Inpatient Withdrawal Management Services, as defined by the American Society of Addiction Medicine (ASAM) and the Virginia Department of Medical Assistance Services (DMAS), through the provision of structured 24-hour per day physician-directed evaluation, observation, medical monitoring, and addiction treatment in a residential treatment care setting. Individuals who present with substance use issues or withdrawal symptoms that cause distress, but do not require medication for reasonable withdrawal discomfort, but who are impulsive and lack the skills needed to prevent immediate continued drug use are also considered appropriate for admission.
2. Conduct an assessment to admit each client to the program and ensure they will receive the proper level of care. The assessment must include a written record of the following:
  - a. Client identifying information (i.e., name, address, date of birth, social security number); client bio-psychosocial history, pattern of substance use behaviors and treatment history, and medical history.
  - b. Additional assessment and documentation of initial physical condition, including measurement of blood alcohol content, respiration rate, pulse rate, blood pressure, body temperature and, if indicated, urinalysis.
  - c. All data elements required by Virginia Department of Behavioral Health and Developmental Services licensure including physical examination and TB screening.
  - d. Information about the client's referral source, as appropriate, to include name of referring provider, other identified and relevant treatment/medical providers, emergency contacts, and signed releases of information. Proper consent from client's parent/guardian.

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- e. Client signatures on an appropriate release. If the Contractor determines that a potential client being admitted shows signs of intoxication or behavioral distress too acute to provide informed consent, the potential client may be admitted, but the release form must be signed as soon as he or she can do so. If the potential client /parent refuses to sign the consent form, he or she shall not be admitted.
3. Provide regular evidence to the NVRPO Contract Officer that ongoing monitoring and evaluation of client progress is occurring. Such documentation must include:
    - a. Case notes of weekly case reviews of each client by program staff.
    - b. Necessary modifications in an individual's client treatment plan or resident service plan (original documentation in addition to recommended modifications must be included);
    - c. Progress reports of client's accomplishments related to individualized client treatment plan.
    - d. Discharge summary which outlines client progress while in treatment and recommended follow up services.
    - e. Evidence of requesting client and family feedback regarding the duration, intensity, and quality of the services provided by the Contractor via client engagement survey at discharge.
    - f. Documentation of services coordinated on behalf of clients with all service providers who are a part of the interdisciplinary team and other community organizations.
  4. Before any planned discharge from the facility, devise a continuing care plan tailored to the individual's strengths, needs and coordinate appropriate referrals for support services. Coordinate discharge plans with adult's CSB catchment area for services upon discharge.
  5. Develop policies and treatment protocols to assess mental health conditions and intervene as necessary to ensure safety.
  6. Provide admissions to services 24 hours per day; 7 days per week. Exclusionary criteria are developed and reviewed in consultation by RMG.
  7. Develop protocols, supported by a physician or physician extender knowledgeable in addiction medicine, and treatment of youth for use if a client deteriorates and needs medical/psychiatric interventions. Protocols must include conditions that warrant nursing and physician care and determining factors for transferring a client to a medically managed level of care or a psychiatric hospital/program.
  8. Ensure that licensed physicians, or physician extenders under supervision of a physician, perform physical examinations for all admitted individuals within 24-hours of admission unless contract manager has approved a delay in services.
  9. Provide the following minimum levels of direct client services, as defined by a combination of counseling, educational and support activities designed to increase the clients' knowledge about the impact of alcohol and drugs on their lives, to assist clients in developing a recovery plan and to provide clients the opportunity to learn the skills needed to achieve the plan's goals. A minimum of thirty-five (35) hours per week of clinical services, which shall include:

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- a. Daily clinical services provided by an interdisciplinary treatment team to assess and address clients' individual needs and may involve appropriate medical/nursing, individual, group, family, and community activity services.
  - b. Program activities to stabilize acute addictive and/or psychiatric symptoms, which may include pharmacological, cognitive-behavioral, and other therapies administered on an individual or group basis.
  - c. Random alcohol and drug screening to monitor substance use and reinforce treatment gains.
  - d. Regular monitoring of clients' adherence in taking prescribed medications.
  - e. Planned clinical program activities designed to enhance clients' understanding of their substance use and/or mental health disorders.
  - f. Health education services associated with the course of addiction and any other potential health-related risk factors, as appropriate.
  - g. Evidence-based practices, such as motivational enhancement strategies and interventions that are appropriate to each client's stage of readiness to change.
  - h. Daily treatment services to manage acute symptoms of clients' biomedical, substance use, or mental disorders.
  - i. Monitoring of physical and mental status.
  - j. Supportive services for clients' family members or significant others.
10. Provide a minimum of one hour per week of individual counseling/therapy for each client.
  11. Within 24 hours of the client's intake, develop a preliminary Individual Service Plan (ISP) that focuses on the goal of stabilization of withdrawal symptoms, and within 72 hours of the client's intake develop an ISP that outlines the goals and outcomes identified by the client to achieve while in the program. The ISP must include at a minimum:
    - a. Statement of client-identified goals and a sequence of short-term, measurable objectives to meet identified needs.
    - b. Statement of treatment interventions to be offered and frequency of those services to assist clients with meeting the identified goals and objectives.
    - c. Recommended collaboration with primary treatment providers, to include outpatient therapist/case manager, medical providers, peer supports, and involvement of natural social supports, such as family members, mentors, or sponsors.
    - d. Collaboration with and/or referral to medical or psychiatric treatment, as deemed clinically appropriate.
    - e. Documentation of criteria indicating successful treatment completion.
  12. Encourage and support family engagement in addition to family therapy/counseling as appropriate and outlined in the ISP.
  13. Maintain affiliations with other levels of care facilities and develop protocols for transfer when clinically appropriate.
  14. Develop continued stay and discharge criteria that are consistent with ASAM guidelines. Guidelines can be obtained directly from ASAM.

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1. Provide 24-hour nursing coverage, as well as a 24-hour on-call addiction-credentialed physician or a physician/physician extender with experience in addiction medicine coverage. These providers will operate within the scope of their practice to assess and diagnose, treat, and obtain and interpret information regarding the individual's medical, psychiatric, and substance use disorders.
2. Ensure that Credentialed Addiction Treatment Professionals, see Definitions Section, are on site a minimum of 12 hours per day.
3. Ensure that Behavioral Health Specialists, as defined in the definitions section of this RFP, are on site 24 hours per day. Client to staff ratio must be appropriate to complexity and number of individuals served.
4. Ensure that staffing pattern is maintained utilizing consistent, qualified staff. It is recognized that full-time staff receiving benefits result in less staff turnover. Staffing patterns must be realistic to promote staff consistency and training.
5. Ensure that Program shall have 24-hour access to a physician, physician extender, or nurse practitioner with prescribing privileges either in person or through tele-psychiatry.
6. Provide Nurses and Practical Nurses with experience in managing co-occurring disorders who can provide care to; and observation of individuals as defined in the Individual Service Plan.
7. Nursing staff shall be able to provide a planned 24-hour regimen of professionally directed evaluation, care, and treatment including the administration of prescribed medication. This includes the management of withdrawal management protocols, including but not restricted to the administration of the Clinical Opiate Withdrawal Scale (COWS) and Clinical Institute Withdrawal Assessment (CIWA) direct treatment and medication support. Medication includes, but is not limited to, the administration of benzodiazepines and buprenorphine naloxone.
8. An addiction-credentialed physician/physician extender or a physician/physician extender with experience in addiction medicine must oversee the treatment process and assure quality of care. The physician or physician extender must have the ability to supervise addiction pharma co-therapy, integrate with psychosocial therapies in addiction treatment, and manage co-occurring mental health conditions. All medical providers must possess a Drug Enforcement Agency waiver to prescribe buprenorphine.
9. Program staff must be experienced and trained in identifying the signs and symptoms of mental illness and able to provide education to clients on the interactions of substance use and psychotropic medications.
10. Program staff, at a minimum, must meet the standards of a Behavioral Health Specialist and be knowledgeable about the biological and psychosocial dimensions of substance use disorders and mental illnesses and their treatment. Staff must be able to identify and acute psychiatric conditions, symptom increase and/or escalation, and decompensation.

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11. Clinical staff must have specialized training in behavior management and client de-escalation techniques. Training must be documented. There must be a provision for annual refresher training. Training in program specific procedures must also be provided and documented.
12. Contractor must have a plan for language services for non-English speaking clients and families.

**6.6. ASAM Level 3.5 – Clinically Managed High Intensity (See 1.4.b) Residential Services for Adults. Up to 90 Days.**

6.6 a. Description of Services:

This programming is appropriate for individuals in some imminent danger with functional limitations who cannot safely be treated outside of a 24-hour stable living environment that promotes recovery skill development and deters relapse. Patients receiving this level of care have severe social and psychological conditions. This level of care is appropriate for individuals with patterns of maladaptive behavior, temperament extremes and/or cognitive disability related to mental health disorders.

- a. Setting: Services are often provided in freestanding, licensed facilities located in a community setting or a specialty unit within a licensed health care facility. Such programs rely on the treatment community as a therapeutic agent.
- b. Provider Type: Same as Provider Type 3.7 WM level services (see Section 1.4 a-b) except on-site physicians are not required.
- c. Treatment Goal: Comprehensive, multifaceted treatment is provided to individuals with psychological problems, and chaotic or unsupportive interpersonal relationships, criminal justice histories, and antisocial value systems. The level of current instability is of such severity that the individual is in imminent danger if not in a 24-hour treatment setting. Treatment promotes abstinence from substance use, arrest, and other negative behaviors to effect change in the patients' lifestyle, attitudes, and values, and focuses on stabilizing current severity and preparation to continue treatment in less intensive levels of care.
- d. Services Description: Level 3.5 clinically managed residential services are designed to improve the patient's ability to structure and organize the tasks of daily living, stabilize and maintain the stability of the individual's substance use disorder symptoms, to help them develop and apply sufficient recovery skills, and to develop and practice prosocial behaviors such that immediate or imminent return to substance use upon transfer to a less intensive level is avoided. The skilled treatment services include a range of cognitive, behavioral and other therapies administered on an individual and group basis; medication management and medication education; counseling and clinical monitoring; random drug screening; planned clinical activities and professional services to develop and apply recovery skills; family therapy; educational groups; occupational and recreational therapies; art, music or movement therapies; physical therapy; and related services directed exclusively toward the benefit of the individual. Comprehensive Medication Assisted Treatment options are offered. Withdrawal management services may be provided, as necessary. Providers should consult the ASAM Criteria for Intoxication/Withdrawal Management requirements.



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- e. Required Therapies/Strategies: Services must be evidence-based and include:
1. motivational interviewing/motivation enhancement;
  2. strength based approaches;
  3. Relapse Prevention and Refusal Skills;
  4. System of Behavior Management;
  5. Medication monitoring;
  6. Psychoeducation;
  7. Case Coordination;
  8. Peer Support/Connection to Peer Services;
  9. Family support, education, therapy.
- f. Service Duration: typically, up to 90 days Duration may be longer based on mutual agreement of contractor and CSB/Region 2.
- g. Target Population: Individuals who meet the medical necessity criteria for ASAM Level 3.5 Services.
1. Are 18 years of age or older;
  2. Are residents of Region 2 localities;
  3. Agree to cooperate by providing basic identifying information;
  4. Agree to comply with program rules and procedures and meet admission criteria.
- h. General Requirements:
1. Provide ASAM 3.5 Level Clinically Managed, High-Intensity Residential Services for adults with a substance use disorder(s) to enable them to begin their recovery. [ASAM Criteria & Levels of Care in Addiction Treatment \(americanaddictioncenters.org\)](http://americanaddictioncenters.org) Exclusionary Criteria must be developed and reviewed with consultation from Region 2 RMG.
  2. Admit all eligible persons who are referred, up to the approved capacity.
  3. Ensure that client intake includes collection and recording of the following:
    - a. Client identifying information (i.e., name, address, date of birth, social security number); client biopsychosocial history, pattern of substance use behaviors and treatment history, and medical history.
    - b. Additional assessment and documentation of initial physical condition including measurement of blood alcohol content, respiration rate, pulse rate, blood pressure, body temperature and, if indicated, urinalysis.

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- c. All data elements required by the Virginia Department of Behavioral Health and Developmental Services licensure including physical examination and TB screening for all clients.
  - d. Information about the client's referral source, as appropriate, to include name of referring provider, other identified and relevant treatment/medical providers, emergency contacts, treatment consent, and signed releases of information.
4. Provide regular evidence to the NVRPO Contract Officer that ongoing monitoring and evaluation of client progress is occurring. Such documentation must include:
- a. Case notes of weekly case reviews of each client by program staff;
  - b. Necessary modifications in an individual's client treatment plan or resident service plan (original documentation in addition to recommended modifications must be included);
  - c. Progress reports of client's accomplishments related to individualized client treatment plan;
  - d. Discharge summary which outlines client progress while in treatment and recommended follow up services;
  - e. Evidence of requesting client and family feedback regarding the duration, intensity, and quality of the services provided by the Contractor via client engagement survey at discharge;
  - f. Documentation of services coordinated on behalf of clients with all service providers who are a part of the interdisciplinary team and other community organizations.
5. Before any planned discharge from the facility, devise a continuing care plan tailored to the individual's needs, and coordinate all appropriate referrals for support services. Coordinate discharge with CSB staff.
6. Enter client data into offerors Electronic Health Record system, including admission, discharge, and treatment information, as required.
7. Provide the following minimum levels of direct client services, as defined by a combination of counseling, educational and support activities designed to increase clients' knowledge about the impact of alcohol and drugs on their lives, to assist clients in developing a recovery plan and to learn the skills needed to achieve the plan's goals. Provide a minimum of thirty-five (35) hours per week of clinical services, to include:
- a. Daily clinical services to improve clients' ability to structure and organize the tasks of daily living and recovery, such as personal responsibility and appearance and developing and practicing social behaviors;
  - b. Activities to obtain/maintain stabilization of addiction symptoms, such as relapse prevention, exploring interpersonal choices, understanding of the mental health and/or substance use disorder, and development of a social support network;
  - c. Random alcohol and drug screens to monitor for substance use and to reinforce treatment gains;
  - d. Evidence-based cognitive, behavioral, and other therapies administered in both an individual and group basis;
  - e. Motivational enhancement and engagement strategies appropriate to each client's stage of readiness and desire to change;
  - f. Clinical services to help with re-integration into the community, such as employment readiness, health education, and time management skills;
  - g. Monitoring of clients' adherence in taking prescribed medications.

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8. Planned community activities to foster social values and community living skills.
  9. Activities that involve family, or other significant others.
  10. Ensure that the credentialed addiction treatment professional(s), in collaboration with the physician or physician extender overseeing the treatment process, complete and document an initial Individual Service Plan (ISP). A comprehensive ISP shall be fully developed and documented within fourteen calendar days of the initiation of services and signed and dated by the credentialed addiction treatment professional(s) and the physician and/or physician extender, as necessary, preparing the ISP. Contractor staff must include client and the family/caregiver in the development of the ISP, as may be appropriate and aid the client if his/her condition requires help. The ISP must include at a minimum:
    - a. Description of client's presenting problem and the need for residential treatment services.
    - b. Statement of client-identified goals and a sequence of short-term, measurable objectives to meet identified needs.
    - c. Statement of treatment interventions to be offered and frequency of those services to assist client with meeting the identified goals and objectives.
    - d. Recommended collaboration with primary treatment providers, to include outpatient therapist/case manager, medical providers, peer supports, and involvement of natural social supports, such as family members, mentors, or sponsors.
    - e. Collaboration with and/or referral to medical or psychiatric treatment, as deemed clinically appropriate.
    - f. Successful completion or discharge criteria.
- i. Staffing Requirements
1. Ensure that the treatment team includes actively credentialed addiction treatment professionals with a minimum of two years' experience working with substance use disorders and acting within the scope of their practice, such as physicians, physician extenders and allied health professionals. Credentialed addiction treatment professionals must be available on site or by telephone 24 hours per day and 7 days per week.
  2. Ensure that Credentialed Addiction Treatment Professionals as defined in Section 5, Definitions, are on site for 12 hours per day.
  3. Ensure that Behavioral Health Specialists as defined in the definition section of this RFP are on site 24 hours per day. Client to staff ratio must be appropriate to complexity and number of individuals served.
  4. Ensure that minimum staffing pattern is developed utilizing full time or benefit eligible staff.
  5. Ensure that clinical staff is experienced in and knowledgeable about the bio-psychosocial dimensions of treatment of substance use disorders and able to identify and diagnose acute psychiatric conditions and decompensation. Clinical staff shall have specialized training in relevant behavior management techniques and evidence-based best practices in working with individuals experiencing addiction.

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6. Ensure that staff are cross trained in addiction and mental health to understand the signs and symptoms of mental illness. Provide education to clients on the interactions with substance use and psychotropic medications.
7. Provide case management staff who coordinate all client services. Case managers must have a minimum of two years' experience in substance use treatment service coordination.
8. Ensure that all clinical staff has been trained in behavior management techniques that are intended to bring about positive behavior change, including but not limited to: cognitive behavioral therapy, contingency contracting, contingency management, token economy, motivational enhancement therapy, and crisis prevention and de-escalation.
9. Contractor must have a plan for language services for non-English speaking clients and families.
10. Program staff, at a minimum, must meet the standards of a Behavioral Health Specialist and be knowledgeable about the biological and psychosocial dimensions of substance use disorders and mental illnesses and their treatment. Staff must be able to identify acute psychiatric conditions, symptom increase and/or escalation, and decompensation.
11. Clinical staff must have specialized training in behavior management and client de-escalation techniques. Training must be documented. There must be a provision for annual refresher training.

## 7. GENERAL REQUIREMENTS FOR ALL PROGRAMS:

### 7.1. Licensure and Medicaid Requirements

Comply with DBHDS license requirements for Services. Maintain appropriate licenses as determined by DBHDS, and comply with all applicable rules and regulations as a licensed provider enumerated in the Virginia Administrative Code, Title 12, Agency 35, Chapter 105

- a. Offerors for this service must submit their license application within 30 days of contract award and follow up with licensing every 2 weeks until license is awarded. DBHDS is working to implement a 90-day turnaround time frame between receipt of license application submission and approval. Licenses for this service are specific to a facility address and an operator.
- b. Offerors must provide notification of intention to register as a provider with each of the 6 Medicaid MCOs within 30 days of contract award and must submit each of the 6 Medicaid MCO provider applications within 1 week of securing DBHDS provider license.
- c. Maintain a service provider number from the Virginia Department of Medical Assistance Services (DMAS). Comply with requirements of Managed Care Organizations.
- d. See <https://www.virginiamedicaid.dmas.virginia.gov/wps/portal/ProviderManual> for applicable requirements as a service provider.
- e. Comply with all federal health information privacy requirements.
- f. <http://www.hhs.gov/ocr/privacy/>) and the Fairfax-Falls Church CSB Privacy Practices <http://www.fairfaxcounty.gov/csb/about/privacy.htm>)
- g. Comply with all applicable federal, state, and local law including appropriate certifications, licensure, inspections, and provisions of the Federal Fair Labor Standards Act, as amended.

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- h. Comply with all applicable rules and regulations regarding the rights of individuals enumerated under §37.2-400 ( Rules Regulations to Assure the Rights 2014) of the Code of Virginia  
<http://www.dbhds.virginia.gov/library/human%20rights/rules%20%20regulation%20to%20assure%20the%20rights%20%20%20%20%202014.pdf> and with the Fairfax-Falls Church Community Services Board  
<http://www.fairfaxcounty.gov/csb/about/concerns.htm>
- i. Comply with applicable sections of the Community Services Performance Contract for the Purchase of Community Mental Health, Developmental, and Substance Abuse Services, as promulgated by the Virginia Department of Behavioral Health and Developmental Services.
- j. Provide a Policy and Procedures Manual that includes all policies and procedures required by DBHDS licensure and addresses the ASAM Standards
- k. Conduct Background Checks - In accordance with Code of Virginia Under §37.2-416 of the Code of Virginia, every DBHDS-licensed provider shall require any applicant who accepts employment in a direct consumer care position (or supervises a direct consumer care position) to undergo fingerprinting and a criminal background check. Proof of acceptable criminal background check will be provided to the County upon request. The contractor shall also ensure any subcontractors follow Code of Virginia §37.2-416.
- l. Conduct checks of child abuse and neglect for employee applicants through the Virginia Department of Social Services Central Registry at  
<http://www.dss.virginia.gov/facility/crf.cgi>

### 7.2. Quality Assurance, and Service Evaluation:

- a. Develop and implement a quality assurance plan that is reviewed by the NVRPO annually at a minimum and shared with the Contract Officer for input.
- b. Propose client satisfaction surveys and outcome measures.
- c. Conduct the surveys and other outcome measures and provide a copy of the results to the NVRPO as requested.
- d. Outcome measures shall be reviewed and approved by the NVRPO.
- e. Provide data regarding outcomes. Adjust strategies to improve outcomes. At a minimum, the contractor shall provide data and information regarding:
  - 1. Client and family satisfaction
  - 2. Client report of improved functioning
  - 3. Program utilization (75% or greater when fully staffed)
  - 4. Number of clients receiving medical assisted treatment
  - 5. % of clients prescribed medication for opioid use disorder
  - 6. readmission date for 30, 60, and 90 days
  - 7. primary care follow up visit post SUD treatment.

### 7.3. Third Party Billing:

The offeror will be required to bill Insurance/Medicaid, when possible, to offset the cost of services. The offeror is required to collect insurance copays and comply with the requirements of the Managed Care Organizations. The Contractor will request, document, and verify client third-party billing information upon program admission.

- a. The Contractor will bill third-party payers in accordance with requirements of applicable law and the terms of applicable third-party payer contracts for all qualified clients and services.
- b. The Contractor will bill at least monthly for services rendered and documented.
- c. The Contractor will take reasonable measures to collect balances, including fixing claim errors, communicating and following up with payers.
- d. All revenue collected must directly offset program costs.

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- e. The Contractor may bill the County only for costs not covered by third-party payors and not to exceed total costs of the program. The Contractor must submit to the County proof of denial from third-party payers.

### 7.4. Policies and Procedures:

- a. The Contractor must have written general operations policies and procedures. At a minimum these should include areas such as: service provision, client confidentiality, data security, human resources, volunteer management, emergency preparedness and continuity of operations, critical incidents, quality assurance, finance and accounting, client billing. Copies of policies and procedures must be provided to the County Project Officer within ten working days of implementation and/or revision.
- b. Develop admissions, continued stay, and discharge protocols that align with best clinical practices as defined by the American Society of Addiction Medicine, to promote stabilization of the client's behavioral health needs and psychiatric symptoms within 30 days of contract award and within five (5) business days of any new or modified protocols throughout the term of the contract.
- c. Develop medication storage, inventory, and administration policies in accordance with Board of Pharmacy regulations [https://www.dhp.virginia.gov/pharmacy/pharmacy\\_guidelines.htm](https://www.dhp.virginia.gov/pharmacy/pharmacy_guidelines.htm). Copies of these policies must be provided to the County Project Officer within ten working days of implementation and/or revision.

### 7.5. Program Coordination and Coverage:

- a. The Contractor will provide a Program Manager who will be responsible for day-to-day operations of the programs and for ensuring 24-hour per day awake staff coverage according to DBHDS operational license requirements.

### 7.6. Language Accommodations:

- a. The Contractor must be able to accommodate clients' language needs through either bilingual staff or access to professional translation and interpretation services. If the Contractor utilizes bilingual staff, they must be tested and certified by an official testing site to determine their language proficiency.

### 7.7. Reporting requirements

- a. Contractor must submit reports as required. Not submitting reports on time or submitting incorrect reports may result in a delay of payment until the report is approved by the Contract Officer. The Contractor must provide a justification for late reports and the County will determine if the late submission is justified. Contractors will work collaboratively with NVRPO and contract officer to provide necessary reporting. At a minimum, required reports include:
  1. Immediate reporting to the designated contract officer of any occurrence that requires reports to DBHDS, Human Rights reporting and/or entry into the Computerized Human Rights Information (CHRIS) data system;
  2. Weekly clinical reporting to designated CSB staff about ongoing progress of clients to include admission and discharge information;
  3. Monthly admission and discharge information to include occupancy and utilization rates;
  4. Monthly billing and insurance revenue information;
  5. Quarterly progress updates including any significant challenges or difficulties, variations from agreed upon staffing or services, changes in key personnel;
  6. Annual reports of client outcomes and performance measures;
  7. Annual billing and revenue reports.

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### **7.8. State Performance Contract Reporting Requirements:**

- a. Comply with all applicable sections of the Community Services Performance Contract for the Purchase of Community Mental Health, Developmental, and Substance Abuse Services, as promulgated by the Virginia Department of Behavioral Health and Developmental Services (<http://www.dbhds.virginia.gov/professionals-and-service-providers/csb-community-contracting>).
- b. Comply with ad hoc requests from NVRPO or the Fairfax-Falls Church Community Services Board for additional information as it relates to meeting the requirements of performance reporting to DBHDS.
- c. Comply with the requirements of all applicable federal and state statutes, regulations, policies, and reporting requirements that affect or are applicable to the services included in the Community Services Performance Contract. NVRPO and DBHDS shall provide feedback and have input into all program marketing materials.

### **8. Region 2 CSB's and NVRPO Contract Manager Responsibilities:**

- 8.1. Provide program referrals for all levels of service adolescent programs (1C and II. B).
- 8.2. Provide Emergency Services 24 hours per day/7 days per week in accordance with Code of Virginia Section 37.2-500, for programs located within the boundaries of Region 2, see Section 1, Scope of Work.
- 8.3. Provide case coordination and linkages to CSB services for continuity of care for individuals admitted for service.
- 8.4. Monitor invoices and reports submitted by the Contractor.
- 8.5. Provide technical assistance and support in the implementation of program operation and management of programs.
- 8.6. Conduct regular site visits to ensure compliance with contract requirements.
- 8.7. Conduct a monitoring site visit within the first 12 months of contract start-up; monitoring visits will occur as deemed necessary by the NVRPO Contract Officer thereafter. This will include a financial and programmatic review and an inspection of the program facilities. Additional site visits may be conducted without notice at the discretion of the County.
- 8.8. Conduct periodic monitoring of client satisfaction through direct contact with guests or through surveys.
- 8.9. Monitor agreed upon outcome measures.

### **9. TECHNICAL PROPOSAL INSTRUCTIONS:**

- 9.1. The offeror must submit their response to the Technical Proposal as instructed in Bonfire containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. In addition, the offeror will submit in Bonfire an executed County's Cover Sheet (DPMM32), all Attachment A documents, and all issued Addenda (as applicable).
  - a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
  - b. Understanding of the problem and technical approach.
    1. Provide a summary of the program design. Describe how you will incorporate best practices and a service delivery model that is culturally competent, and outcome based and designed to meet the unique needs of individuals and families with substance use disorders.
    2. Describe how you will link clients to other necessary services and collaborate with Region 2 staff on the provision of services.

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3. Describe how you will manage the transportation needs of clients to essential appointments and any plans regarding provision of transportation at admission and discharge.
4. Describe the Evidence Based Approaches used in the provision of services.
5. Provide a sample client schedule showing activities for a minimum of a 48-hour period.
6. Annotate the schedule with a list of services and a description of each.
7. Describe how you will integrate quality assurance into your daily processes and how you will ensure quality outcomes are met.
8. Outline how you will go about locating a site/facility for the programs and any potential sites. Outline any anticipated zoning issues and strategies utilized to allow for timely opening of the programs. Outline any details regarding a potential site already within the purview of the offeror. Outline organization experience regarding this.
9. Outline how you plan to address language needs of non-English-speaking clients and their family as well as needs of individuals who are deaf/hard of hearing.
10. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches and program.
11. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues that will be encountered in such a project.

### 9.2. Preliminary Work Plan:

The offeror must present a description of the phases or segments into which the proposed program can logically be divided and performed, together with flow charts. The technical narrative should address the Statement of Needs separately and responses should be keyed to appropriate paragraph numbers. This section should also contain a discussion of any changes proposed by the offeror that substantially differs from the project scope described in these Special Provisions. The workplan at a minimum must address:

1. Identification of a site
2. Site Control
3. Program Design
4. Hiring of key staff
5. Hiring of remaining staff
6. Completion of written policies and procedures
7. Licensure of Program
8. Credentialing of staff and program with Managed Care Organizations
9. Opening of program

This section should include detailed descriptions of activities that are to occur, significant milestones, and anticipated deliverables.

### 9.3. Treatment of the Issues:

In this section, the offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Statement of Needs" section, and may propose alternative approaches.

Specify and explain any alternative approaches and how the alternative approach would meet the needs, or substantially meet the needs, of the population.



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### 9.4. Statement of Qualifications:

The statement of Qualifications must include a description of organizational and staff experience and resumes of proposed staff.

- a. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
  1. Offerors must possess a current license to operate ASAM Level 3.7 or 3.5 Programs or the equivalent. Provide documentation of licensure.
  2. Provide an organizational chart showing management structure.
  3. Describe your organization's qualifications and experience to perform the work described in this Request for Proposal, including direct experience with the population and services as well as experience working with local governments.
  4. Describe programs operated and contracts held which are similar to this Request for Proposal.
  5. Indicate any outcome measures for similar projects to include data on recent outcomes.
  
- b. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers for such reference.
  1. Provide at least two references for each similar program/service identified in a. 4 above. Include name, relationship to the project, email address and phone number.
  2. If, based on the number of similar projects, b1 above results in fewer than three references, include other professional references to ensure a minimum of 3. Include name, relationship to the project, email address and phone number.
  
- c. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.  
Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.
  
- d. A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identifies the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the offeror, if relevant. Staffing plan shall include:
  - a. Number of positions
  - b. Staff Year Equivalents (SYE)/Full Time Equivalents (FTE)
  - c. Type of position for each staff (full time, part time, benefit, hourly etc.)
  - d. Identify Credentialed Addiction Treatment Professionals (CATP) as defined in RFP definition.
  - e. Identify Behavioral Health Specialists as defined in RFP.
  - f. Identify any Contractors.
  - g. Provide job descriptions for each position category/class.

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- h. Provide a sample weekly staffing schedule, indicating number and types of positions on duty.
  - i. Describe how staff vacancies, illnesses and inclement weather are managed while maintaining consistency, quality and appropriate training levels.
  - j. Provide a description of required training for certification for each type of staff with time for completion and any necessary training renewals.
- e. Financial Statements: The offeror shall provide an income statement and balance sheet from the last three years.
  - f. Certificate of Financial Solvency shall be completed for Non-Profit organizations. (Attachment D)
- 9.5. The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

### **10. COST PROPOSAL INSTRUCTIONS:**

- 10.1. The offeror must submit their response to the cost proposal as instructed in Bonfire fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Cost Proposal Summary Sheet Year 1– Attachment B and Year 2 Attachment C). The following information should be submitted as part of the cost proposal:

The cost of each task or segment of the task shall be itemized.

- a. Offerors must provide a price breakdown for each service separately as well as totals for services provided together if price differs.
- b. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- c. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration, and purpose.
- d. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.
- e. Breakdown of facility costs to include rent, utilities, food, supplies, cleaning, transportation.
- f. Breakdown of cost of contractual agreements.
- g. The offeror is required to offset the total cost of services with insurance/Medicaid reimbursement.
- h. Indicate any additional cost savings or revenue maximization plans not already described elsewhere. Indicate estimated value.

### **11. PRICING:**

- 11.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices, not to exceed 3%.

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- 11.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 11.3. Price decreases shall be made in accordance with paragraph 41 of the General Conditions & Instructions to Offerors. (Appendix A)

**12. TRADE SECRETS/PROPRIETARY INFORMATION:**

- 12.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 12.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.
- 12.3. Request for Protection of Trade Secrets or Proprietary Information (Attachment A) is provided as a courtesy to assist offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 12.4. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

**13. CONTACT FOR CONTRACTUAL MATTERS:**

- 13.1. All communications and requests for information and clarifications shall be directed to the following procurement official:
- Jadira Blevins, CPPB, Contract Specialist II  
Department of Procurement and Material Management  
Telephone: (703) 324-7828  
Email: [Jadira.blevins@fairfaxcounty.gov](mailto:Jadira.blevins@fairfaxcounty.gov)
- 13.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 18.3).

**14. REQUIRED SUBMITTALS:**

- 14.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

**SPECIAL PROVISIONS****15. SUBMISSION OF PROPOSAL:**

- 15.1. Proposals must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline of May 2, 2023, 2:00 PM Eastern Time. Submissions will only be accepted through the portal. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or click on the link "Contact Bonfire Support here" under Need Help?. (Note: it takes an average of 16 minutes to an hour for a response). Therefore, offerors shall take the necessary steps to submit their proposals in advance.
- 15.2. Offerors can view all the user guide which provides step by step instructions regarding use of Bonfire: <https://support.gobonfire.com/hc/en-us/categories/360000773733-User-Guides>.
- Listed below are some helpful guides that will assist offerors regarding Registration and Submission:
- Vendor Registration  
<https://support.gobonfire.com/hc/en-us/articles/360011135513-Vendor-Registration>
  - Creating and uploading a submission  
<https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors>
- 15.3. If, at the time of the scheduled proposal closing Fairfax County Government is closed due to inclement weather or another unforeseeable event, the proposal closing will still proceed electronically through the Bonfire system.
- 15.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.
- 15.5. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 15.6. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired.
- 15.7. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

**SPECIAL PROVISIONS****16. ADDENDA:**

- 16.1. Offerors are reminded that changes to the bid, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the bid.
- 16.2. Notice of addenda will be posted on eVA and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda at <https://fairfaxcounty.bonfirehub.com>.

**17. PROPOSAL ACCEPTANCE PERIOD:**

- 17.1. Any proposal submitted in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**18. BASIS FOR AWARD:**

- 18.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 18.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 18.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 10.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 18.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 18.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to the actual award of contract.

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### 18.6. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

1. Organizational experience and ability to perform work as described (15) Section 9.4
  2. Demonstrated technical approach including clinical services and staffing pattern (45) Section 9.1 b., 9.2, Section 6.
  3. Reasonableness of cost proposal (40) Section 10
- 18.7. Fairfax County reserves the right to make on-site visits to assess the capabilities of individual offerors and to contact references provided with the proposal.
- 18.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 18.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 18.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 18.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

### **19. INSURANCE:**

- 19.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damages or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.
- 19.2. The Contractor shall, during the continuance of all work under the contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
  - c. The Contractor agrees to maintain owned, non-owned, and hired Commercial Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property

## **SPECIAL PROVISIONS**

damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Commercial Automobile Liability policy, or a Comprehensive General Liability policy.

- d. The Contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per claim to cover each individual professional staff.
  - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
  - f. Rating Requirements:
    - (1) Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
    - (2) European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

Indemnification: Article 59 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
  - g. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent before any work is started.
  - h. The Contractor will secure and maintain all insurance certificates of its subcontractors, if any, which shall be made available to the County on demand.
  - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the Contractor while in their care, custody and control for the use of this contract. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten (10) business days of demand by the County. These certified copies will be sent to the County from the contractor's insurance agent or representative.
- 19.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without thirty (30) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in the suspension of all payments until the new certificate is furnished.
- 19.4. Precautions shall be exercised at all times for the protection of persons (including employees) and property.
- 19.5. The County, its officers and employees shall be named as an "additional insured" in the General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."

## **20. METHOD OF ORDERING:**

- 20.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 20.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 20.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a

## **SPECIAL PROVISIONS**

Master Card. Contractors are encouraged to accept this method of receiving orders.

- 20.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 20.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

### **21. REPORTS AND INVOICING:**

- 21.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator monthly statistical reports and an annual tabulated report.
- 21.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
- a. Contractor name and contact information;
  - b. Invoice number and date of invoice;
  - c. Date of services invoiced;
  - d. Total due, Due Date;
  - e. Terms;
  - f. Level of Service, Bed Day Rate;
  - g. Service Location;
  - h. Purchase order number;
  - i. Contract # Vendor #;
  - j. Contract item description.
- 21.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 21.2, a-j. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

### **22. CHANGES:**

- 22.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 22.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

### **23. DELAYS AND SUSPENSIONS:**

- 23.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of



## **SPECIAL PROVISIONS**

the Contractor.

- 23.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 23.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

### **24. ACCESS TO AND INSPECTION OF WORK:**

- 24.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

### **25. DATA SOURCES:**

- 25.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

### **26. SAFEGUARDS OF INFORMATION:**

- 26.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

### **27. ORDER OF PRECEDENCE:**

- 27.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

### **28. SUBCONTRACTING:**

- 28.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations.

### **29. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 29.1. Reference Paragraph 72, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a

## **SPECIAL PROVISIONS**

contract to any public body will have no effect on consideration of your offer.

- 29.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 29.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 29.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 29.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

### **30. NEWS RELEASE BY VENDORS:**

- 30.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

### **31. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 31.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 31.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

### **32. HIPAA COMPLIANCE:**

- 32.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.

**SPECIAL PROVISIONS**

- 32.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

**33. QUALIFIED SERVICE ORGANIZATION AGREEMENT:**

- 33.1. The successful offeror shall also be bound by the regulations governing Confidentiality of Alcohol and Drug Abuse Client Records, 42 C.F.R. Part 2, and may be designated as a Qualified Service Organization. If identified as a Qualified Service Organization, the successful offeror shall be required to execute a Fairfax County Qualified Service Organization Agreement (QSOA). [business-associate-qualified-service-organization-agreement-jan2020.pdf \(fairfaxcounty.gov\)](#)

**34. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 34.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

**OFFEROR DATA SHEET**

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Fiscal Representative: \_\_\_\_\_  
Telephone Number: ( ) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Payment Address, if different from above:

\_\_\_\_\_  
\_\_\_\_\_

**VIRGINIA STATE CORPORATION COMMISSION (SCC)**  
**REGISTRATION INFORMATION**

The offeror:

is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals:



**BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE**

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:
 

Virginia	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Complete and return this form or a copy of your current Fairfax County Business License with your proposal.**

**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

- 1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
- 2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
- 3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

**Printed Name of Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_ / \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**SSN or TIN No:** \_\_\_\_\_



**Certification Regarding Ethics in Public Contracting**

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: \_\_\_\_\_

Date of Gift: \_\_\_\_\_

Description of the gift and its value:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of the consideration received in exchange and its value:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Printed Name of Bidder/Offeror Representative: \_\_\_\_\_

Signature/Date: \_\_\_\_\_ / \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

***This certification supplements but does not replace the requirements set forth in paragraph 59 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation***

**FAIRFAX COUNTY’S BUSINESS CLASSIFICATION SCHEDULE**

**PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL.**  
This designation is requested of all businesses/organizations including publicly traded corporations, non-profits, employment services organizations, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications nor does it establish preferences or set-asides for specific classifications.

**Examples:**

- A small, Asian women-owned business would mark “Small” in Step 1, then “Women-Owned” and “Minority- Owned” in Step 2
- A small, service-disabled veteran and women-owned business would mark “Small” in Step 1, then “Women- Owned” and “Service-Disabled Veteran-Owned” in Step 2
- A government agency/public body would ONLY mark “Government/Public Body” in Step 1

**NAME OF BUSINESS:** \_\_\_\_\_ **LAST 4 DIGITS OF TIN/EIN:** \_\_\_\_\_

<p><b><u>Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.</u></b></p> <p><input type="checkbox"/> Micro   <input type="checkbox"/> Small   <input type="checkbox"/> Large   <input type="checkbox"/> Non-Profit   <input type="checkbox"/> Government/Public Body   <input type="checkbox"/> Employment Services Organization</p> <p><b><u>Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.</u></b></p> <p><input type="checkbox"/> Women-Owned                      <input type="checkbox"/> Minority-Owned                      <input type="checkbox"/> Service-Disabled Veteran-Owned</p>
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**DEFINITIONS**

**Micro Business/Organization** - “Micro business” means a business that has no more than twenty-five (25) employees AND no more than \$3 million in average annual revenue over the prior three-year period.

**Small Business/Organization** - “Small business” means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

**Minority-Owned Business** - is a business that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

**Women-Owned Business** - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

**Service-Disabled Veteran** - means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service - connected disability rating fixed by the United States Department of Veterans Affairs.

**Service-Disabled Veteran-Owned Business** - is a business that is at least 51 percent owned by one or more service -disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

**Employment Services Organization** - a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience.

**AFFIRMATION OF LEGALLY REQUIRED CONTRACT TERMS**

BY SIGNING THIS AFFIRMATION, THE OFFEROR REPRESENTS THAT IT UNDERSTANDS THAT THE FOLLOWING CONTRACT TERMS ARE REQUIRED BY LAW AND CANNOT BE VARIED, REVISED, AMENDED, CHANGED, OR OTHERWISE NEGOTIATED:

1. Funding: The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
2. Non-discrimination-During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
  - e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
3. Authorization to Conduct Business in the Commonwealth: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to

transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

4. No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.
5. Contractual Disputes:
  - a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
  - b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
6. Drug Free Workplace: During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful

manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

7. Immigration Reform and Control Act: Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
8. Audit of Records: The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.

Signature/Date: \_\_\_\_\_ / \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_ / \_\_\_\_\_

Company Name: \_\_\_\_\_

**Certification of Financial Solvency for Non-Profit Organizations**

In compliance with Fairfax County contracting protocols, the following certification is required by all offerors submitting a proposal, and all individuals and organizations awarded a contract:

1. The Board Chair certifies, to the best of his/her knowledge and belief, that the applicant organization is financially solvent, and will remain so during the life of any contract awarded. The Board Chair will notify the county representative in writing of substantial solvency issues such as depletion of cash reserve accounts, use of cash reserves to meet payroll obligations, inability to meet obligations for accounts payable, evidence of deteriorating accounts receivable collection, evidence of delinquency in payment of IRS or payroll taxes, evidence of fraud or mismanagement, co-mingling of accounts, and/or use of grant funds for non-grant purposes.
2. The Executive Director certifies, to the best of his/her knowledge and belief, that the applicant organization is financially solvent, and will remain so during the life of any contract awarded. The Executive Director will notify the county representative in writing within 10 days of substantial solvency issues as outlined in #1 above.
3. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the offeror/contractor rendered an erroneous certification, or if at any time during the course of the contract there are indications that the financial solvency of the contractor affects its ability to complete the terms of the contract, in addition to other remedies available to Fairfax County, the county may terminate the contract for default.

Printed Name of Board Chair: \_\_\_\_\_

Signature/Date: \_\_\_\_\_/\_\_\_\_\_

Printed Name of Executive Director: \_\_\_\_\_

Signature/Date: \_\_\_\_\_/\_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

SSN or TIN: \_\_\_\_\_

# COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

BIDS ON SOLICITATIONS ISSUED BY THE COUNTY WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

- 1. AUTHORITY-**The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.
- 2. DEFINITIONS-** Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an informal solicitation to include telephone calls to prospective bidders.

### CONDITIONS OF BIDDING

- 3. BID FORMS-**Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

If the bid prices or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

- 4. LATE BIDS & MODIFICATIONS OF BIDS-**
  - a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.
  - b. **If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.**

**General Conditions and Instructions to Bidders**

- c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
5. **WITHDRAWAL OF BIDS**- Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.
  6. **ERRORS IN BIDS**-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.
  7. **LABELING OF BIDS** – All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.
  8. **ACCEPTANCE OF BIDS/BINDING 90 DAYS**-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
  9. **CONDITIONAL BIDS**-Conditional bids may be rejected in whole or in part.
  10. **BIDS FOR ALL OR PART**-The Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating, but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
  11. **AREA BIDS**-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
  12. **RECEIPT OF BIDS**-Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.
  13. **BID OPENING**-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 64, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: <http://www.fairfaxcounty.gov/dpmm/bid-tabulations>  
  
Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 64, General Conditions and Instructions to Bidders.
  14. **OMISSIONS & DISCREPANCIES**-Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.  
  
If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
  15. **BIDDER INTERESTED IN MORE THAN ONE BID**-If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
  16. **TAX EXEMPTION**-The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
  17. **PROHIBITION AGAINST UNIFORM PRICING**-The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.
  18. **UNBALANCED BIDS**—A Bid shall be mathematically unbalanced if the Bid contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the performance of the bid item(s) in question. A Bid shall be materially unbalanced if there is a reasonable doubt that award of the mathematically unbalanced Bid will result in the lowest ultimate cost to the County. A Bid that is, in the sole discretion of the County Purchasing Agent, both mathematically and materially unbalanced, may be rejected as non-responsive.



**General Conditions and Instructions to Bidders**

**SPECIFICATIONS**

- 19. CLARIFICATION OF TERMS**—If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.
- 20. BRAND NAME OR EQUAL ITEMS**—Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
- 21. SPECIFICATIONS**—When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

**AWARD**

- 22. AWARD OR REJECTION OF BIDS**—The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
  - j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
- 23. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS**—A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
- a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
  - b. Acceptance Agreement
  - c. General Conditions and Instructions to Bidders
  - d. Special Provisions and Specifications
  - e. Pricing Schedule
  - f. Any Addenda/Amendments/Memoranda of Negotiations

**General Conditions and Instructions to Bidders**

- 24. TIE-BIDS** – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.
- 25. PROMPT PAYMENT DISCOUNT-**
- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
  - b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
  - c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer, or completion of a credit card transaction.

- 26. INSPECTION-ACCEPTANCE-** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 27. DEFINITE BID QUANTITIES-**Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
- 28. REQUIREMENT BID QUANTITIES-**On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

**CONTRACT PROVISIONS**

- 29. TERMINATION OF CONTRACTS-**Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
  - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- 30. TERMINATION FOR CONVENIENCE-**A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
- 31. TERMINATION OF CONTRACT FOR CAUSE-**
- a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County shall have the right to terminate the contract. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
  - b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

**General Conditions and Instructions to Bidders**

- 32. CONTRACT ALTERATIONS**-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.
- 33. SUBLETTING OR ASSIGNMENT** -It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.
- 34. FUNDING**- The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
- 35. DELIVERY/SERVICE FAILURES**-If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
- 36. NON-LIABILITY**-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
- 37. NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
  - e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended
- 38. SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE-**
- a. It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
  - b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
  - c. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
- 39. GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.
- 40. PRICE REDUCTION**-If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price

**General Conditions and Instructions to Bidders**

to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.

41. **CHANGES**-If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

42. **PLACING OF ORDERS**-Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Purchasing Agent or their designee. When a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

**DELIVERY PROVISIONS**

43. **SHIPPING INSTRUCTIONS - CONSIGNMENT**-Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

44. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED**-Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the County's own property.

45. **INSPECTIONS**-Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

46. **COMPLIANCE**-Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.

47. **POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

48. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

49. **METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

50. **REPLACEMENT**-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a

**General Conditions and Instructions to Bidders**

contract, shall be replaced by the Contractor at no cost to the County.

- 51. PACKING SLIPS OR DELIVERY TICKETS-**All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
- a. The Purchase Order Number,
  - b. The Name of the Article and Stock Number (Supplier's),
  - c. The Quantity Ordered,
  - d. The Quantity Shipped,
  - e. The Quantity Back Ordered,
  - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County's refusal to accept the goods.

**BILLING**

- 52. BILLING-**Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

**PAYMENTS**

- 53. PAYMENT-**Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
- 54. PARTIAL PAYMENTS-**Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
- 55. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-**When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

**GENERAL**

- 56. GENERAL GUARANTY-**Contractor agrees to:
- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
  - b. Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
  - c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  - d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
  - e. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
  - f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
- 57. SERVICE CONTRACT GUARANTY-**Contractor agrees to:
- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
  - b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
  - c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable government rules, regulations, methods, and procedures.
  - d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the

**General Conditions and Instructions to Bidders**

County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

**58. INDEMNIFICATION-**

- a. **General Indemnification.** Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
- b. **Intellectual Property Indemnification.** In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 58, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 58, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.
- d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

**59. OFFICIALS NOT TO BENEFIT-**

- a. Each bidder, offeror, or contractor shall certify, upon signing a bid, proposal, or contract, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover

**General Conditions and Instructions to Bidders**

sheet) should be referenced in the disclosure.

- 60. LICENSE REQUIREMENT-**All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: [http://www.fairfaxcounty.gov/dta/business\\_tax.htm](http://www.fairfaxcounty.gov/dta/business_tax.htm). The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.
- 61. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 62. COVENANT AGAINST CONTINGENT FEES-**The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 63. VIRGINIA FREEDOM OF INFORMATION ACT-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
  - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
  - e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).
  - f. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.

**BIDDER/CONTRACTOR REMEDIES**

**64. INELIGIBILITY-**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the Purchasing Agent.
  1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
  2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- b. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the

**General Conditions and Instructions to Bidders**

causes stated below:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
  3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
  4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:
    - a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
  5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
  6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project.
  7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

**65. APPEAL OF DENIAL OF WITHDRAWAL OF BID-**

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4.A.8, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

**66. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-**

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

**67. PROTEST OF AWARD OR DECISION TO AWARD-**

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4.D of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article



**General Conditions and Instructions to Bidders**

2, Section 4.D, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.

- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

**68. CONTRACTUAL DISPUTES-**

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

**69. LEGAL ACTION-**No bidder, offeror, potential bidder or offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

**70. VENUE:** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

**71. COOPERATIVE PURCHASING-**The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.

**72. DRUG FREE WORKPLACE-**During the performance of a contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**73. IMMIGRATION REFORM AND CONTROL ACT-**Contractor agrees that it does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**74. AUDIT OF RECORDS** The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a

**General Conditions and Instructions to Bidders**

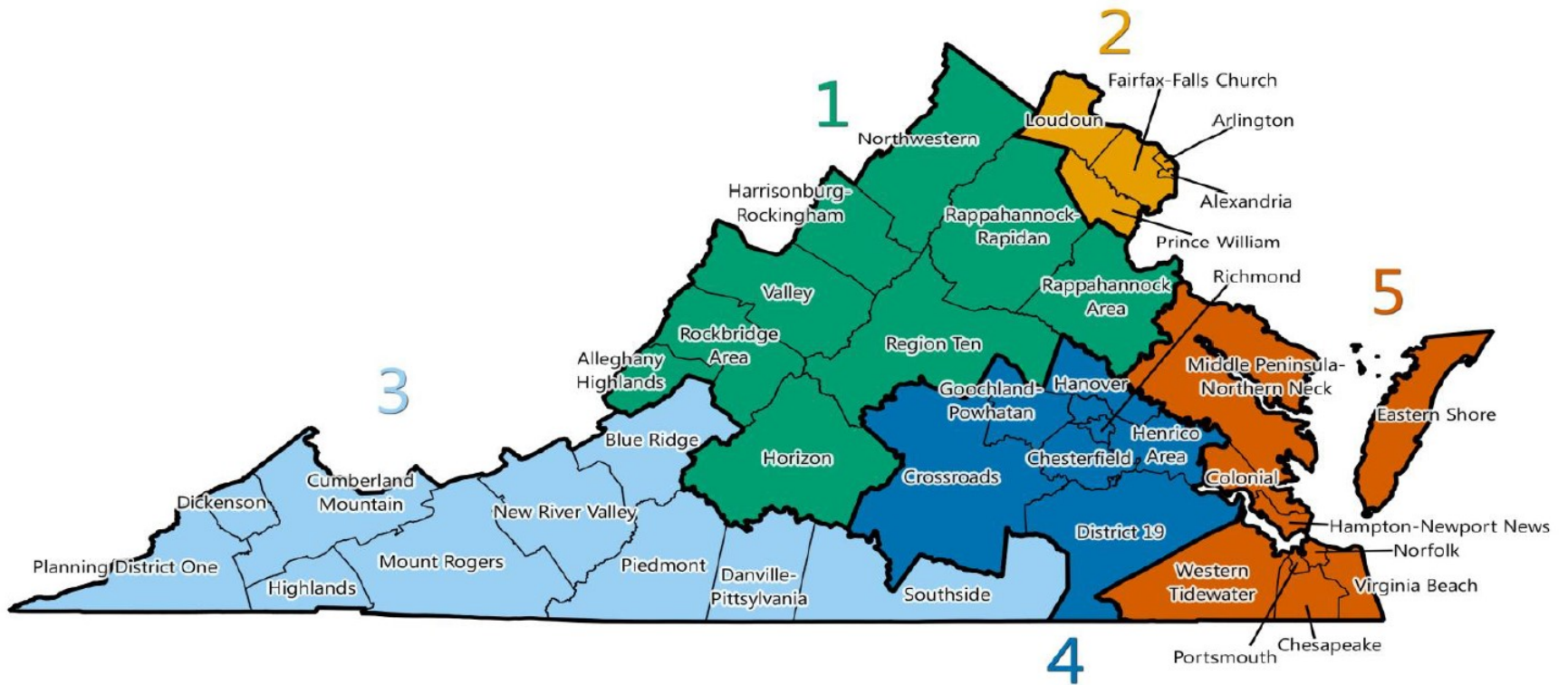
period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.

- 75. NONVISUAL ACCESS**-All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
  - b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
  - c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
  - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
  - e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

**APPROVED:**

/S/ Elizabeth D. Teare  
COUNTY ATTORNEY

/S/ Cathy A. Muse  
COUNTY PURCHASING AGENT



Primary DBHDS Regions for Community Services Boards

Cooperative Projects Grant Award Application  
Region 2 Budget

Beds	Days	Potential Bed Days	*85% Occ Bed Days	**Bed Day Rate	Cost based on bed-day rate (excluding facility)	Cost forecast including bed-day rate and comparable sized facility
20	365	7,300	6,205	\$1,266	\$7,855,530	\$8,546,942.40

***Bed Days Reduced by 30% for Uninsured Rate	****Bed Days Reduced by 67% for unpaid claim rate	Medicaid Reimbursement Rate for Detox	Potential Medicaid/ Other Revenue (Projected Program Revenue based on Unisured Rate and Unpaid Claim rate Reductions)	Participating Jurisdictions Local Match:
4,344	2,910	\$518.86	\$1,509,958	\$1,860,000

Comparable-sized program (Fairfax Detox/A New Beginning):  
Lease and Utilities: \$691,412.40

Amount Being Sought from Opioid Abatement Authority Grant Funding:  
**\$5,176,985**

\*The Occupancy Rate is based on standards set for Regional Crisis Stabilization Units.

\*\*Bed Day Rate includes all personnel funding, to include staff salary, fringe benefits and payroll taxes, and all Program Operating costs to include Insurance, Travel Fees, Supplies, Food, Telecommunications, Postage, Printing/Copying, Financial Services, Vehicles, Vehicle Maintenance, Software Purchase, Licenses, Training, etc. Bed Day Rate does not include cost of Facility Rent/Mortgage or Facility Utilities/Maintenance. This is included in total cost forecast, and is taken from a comparably-sized program in Fairfax County. The Bed Day Rate was created based on a similar program at Psychiatric Institute of Washington for adolescents.

\*\*\*Reduction Rate for Uninsured individuals is based on the average of Region 2 Uninsured within CSB Programs.

\*\*\*\*The Unpaid Claim Rate is based on the Fairfax CSB Unpaid Claim Rate for Medicaid Services.

NOTE: This is a financial forecast based on factors indicated above. Region 2 issued a Request For Proposals for this service, which closes on May 2, 2023. Region 2 hopes to enter negotiations within 30 days of the public procurement closing. Once the contract is awarded, a more detailed budget will be provided.

# Alexandria Sees Spike in Kids Overdosing, Police Warn of Blue Pills

By **Gina Cook** • Published May 5, 2022 • Updated on May 5, 2022 at 9:45 pm

<https://www.nbcwashington.com/news/local/alexandria-sees-spike-in-kids-overdosing-police-warn-of-blue-pills/3044163/>



*City of Alexandria*

Alexandria, Virginia, police are warning the public of a sudden spike in overdoses — especially, they say, among school-aged kids who took blue pills they believed were the pain killer Percocet.

Twelve people, including six under the age of 17, overdosed on opioids in the city of Alexandria from April 1 to May 1, police said. None of the overdoses were fatal, and officers revived many of the victims with Narcan, according to police.

Authorities suspect the counterfeit pills were laced with fentanyl, which can be deadly as it's up to 100 times more potent than morphine.

"There were two reported overdose deaths of juveniles last week in a neighboring jurisdiction involving this same type of pill, so we are doing all we can to warn youth and other community members of the resources available to combat this epidemic," Captain Monica Lisle, Commander of the Criminal Investigations Division at the Alexandria Police Department, said in a news release.

Lisle urged the importance of speaking to young people about the dangers of illicit drugs and the "little blue pills."

Police shared images of a pill they recently confiscated that is small, round and pale blue with the imprint of an "M" inside a square shape to mimic an authentic M30 tablet.

Since the start of 2022, 30 opioid overdoses have been reported in Alexandria, police said. Two of those people died in January of confirmed fentanyl overdoses.

Alexandria officials said the city has resources available to help combat the opioid epidemic, including that antidote Narcan. Residents can get Narcan for free from the Alexandria Opioid Work Group's Mail Out program by emailing [opioids@alexandriava.gov](mailto:opioids@alexandriava.gov) and at the Alexandria Health Department (4480 King St.). Narcan is also available at most pharmacies throughout Alexandria.

Police are asking anyone with information about the illegal sale of opioids or other drugs to call 703-746-6277.

Those who need help can call 703-746-3400 to speak with staff at Alexandria's Department of Community and Human Services, call 703-746-3610 for treatment for opioid use or access detox services by calling 703-746-3636.

# Arlington Teen Dies After Apparent Overdose at High School

Wakefield High School families held a rally Friday morning to show their support for the community

By [Aimee Cho](#), [Gina Cook](#) and [Sophia Barnes](#) • Published February 3, 2023 • Updated on February 3, 2023 at 6:19 pm

<https://www.nbcwashington.com/news/local/arlington-teen-dies-after-apparent-overdose-at-high-school-police/3270660/>

A teenage boy has died after an apparent opioid overdose at an Arlington, Virginia, high school earlier this week, police said.

The teen died Thursday. Medics rushed him to the hospital Tuesday morning after he was found unresponsive in a school bathroom.

"Cardiac arrest from an OD. Wakefield High School," someone can be heard saying in emergency dispatch audio obtained by News4. "Fourteen-year-old male they advised, was found in the bathroom. Narcan's been administered. They ordered CPR."

Arlington County police said they're investigating the boy's death. His name has not been released.

On Friday, families braved the bitter cold to rally outside the school and show their support for the community that is now grieving the loss of a student.

One student who asked not to be identified told News4 the boy who died was his best friend.

"He was like a brother to me. We used to walk around, make jokes with other friends," he said.

"He wasn't a bad person, and he was a good person. So seeing a good person end up in this situation is just terrible," Wakefield High School student Desteny Lopez said.

A student told News4 via a video call that drug use has been an ongoing issue at the school.

"Very just shocking to see it happening in my own school during the morning before first period would even start," she said. She did not want to be named.

The student said the school needs more substance abuse counselors.

Medics evaluated four other students on Tuesday, police said. Their exact conditions are unknown.

"I think we've gotta protect young people. This should be a safe place, and now it's hitting home," said Jorge Nava, the former vice principal for Wakefield High School.

[Wakefield High School canceled classes Friday after the teen's overdose](#), then a scare over a possible armed intruder on school property on Thursday.

"It's stressful, it's sad, and having two lockdowns in a week should not be something that should be normal or should happen anywhere around the U.S.," Lopez said.

## **Spike in Teen Overdoses in the D.C. Area**

Teens across the D.C. area are some of the latest victims of the [opioid crisis](#).

Arlington police shared [treatment resources](#) and information on [confronting drug addictions](#) as law enforcement agencies around the D.C. area [warn of dangerous, deadly drugs](#).

The Drug Enforcement Administration told News4 it's looking into what happened at the school, and that typically in overdose cases involving students, agents try to go after the drug dealers.

"Keeping those people that are responsible for distributing this poison, responsible on the federal system," DEA Washington Special Agent Jarod Forget said. Forget is in charge of the DEA's investigation.

Real prescription oxycodone pills and fakes laced with fentanyl are often indistinguishable. The DEA said they're illegally made in a crude mixing process that can make one pill from the same batch harmless, while another can cause immediate overdose and death.

"These aren't pharmacists making these pills, these are members of cartels, drug traffickers. They're not chemists; they're making these in clandestine labs in Mexico," Forget said.

The suspected overdose at Wakefield comes amid a spike in overdoses involving young people across the D.C. region.

"Takes a little bit, and you can die," Montgomery County Council Member Will Jawando warned students on Monday.



He said [five public school students in the county have died of drug overdoses just in January.](#)

A Culpeper County High School student was jailed and two other teens face charges after a 17-year-old girl was found unresponsive Monday at Eastern View High School, the county sheriff says. [The teen girl was revived with Narcan.](#)

One father told News4 his daughter graduated from Wakefield High School last year, and overdoses have been an ongoing issue at the school.

"I'm livid about what happened in Wakefield because we have been trying to tell the county schools, the Arlington County Public Schools for over a year that this situation has been going on, overdoses, distribution," Elder Julio Basurto said.

Police are still investigating the apparent overdose at Wakefield and are asking anyone with information to call 703-228-4180 or email [ACPDTipline@arlingtonva.us](mailto:ACPDTipline@arlingtonva.us). Information can also be reported anonymously through the Arlington County Crime Solvers hotline at 1-866-411-TIPS (8477).

# Fairfax Co. hospitals experiencing surge in fentanyl emergency room visits among teenagers

Dick Uliano | [duliano@wtop.com](mailto:duliano@wtop.com)

April 25, 2023, 9:23 PM

<https://wtop.com/fairfax-county/2023/04/hospitals-experiencing-surge-in-fentanyl-emergency-room-visits-among-teenagers/>

Like other communities in the D.C. region and across the nation, Fairfax County, Virginia, is in the grips of the opioid epidemic driven by fentanyl; and sadly, teenagers are increasingly caught up in the crisis.

Concerned parents gathered at Woodson High School Monday night for a briefing by school, health and public safety officials on the dimensions of the drug crisis and its impact on teens.

“Among American adolescents, we’ve seen quite a rapid increase in fentanyl deaths,” said Jennifer Feltes, an epidemiologist with the Fairfax County Health Department. Parents were told that seven Fairfax County teens, under 18 years old, suffered deadly opioid overdoses from 2020 through nine months of 2022.

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teens, under 18 years old, suffered deadly opioid overdoses from 2020 through nine months of 2022.

While urging parents to be vigilant to the threat that opioids pose to teenagers, a substance abuse expert said less than 3% of students use opioids regularly.

“We are here to talk about opioids. That is a very important topic. But I do want you all to remember that ... the top three most widely used substances are still nicotine, marijuana and alcohol,” said Tiffany Jones, senior substance abuse prevention specialist for Fairfax County schools.

Jones recommended monitoring medications in the household.

“If you have opioids, I want you to treat them as a loaded gun,” Jones said.

She said it’s also important to encourage young people to do the right thing. And Jones said strong connections between parents and children, as well as teachers and students, helps keep kids from engaging in risky behavior.

Fairfax County School Superintendent Michelle Reid told parents that the fentanyl issue is significant and will take parents and school officials working together to safeguard students against it.

At the information session, parents were offered training in administering Narcan, the lifesaving inhaler used to reverse the effects of opioid overdoses. Students told the gathering that some teachers regularly carry Narcan and student overdoses have become too frequent.

The officials leading the discussion said that while fentanyl and opioid overdoses are impacting lives nationwide, it’s a fairly new crisis, forcing school systems and communities to learn together and consider next steps to counter the crisis.

The school system told parents that it is responding to the crisis by ensuring students receive health and drug education, substance abuse specialists are available to students, and Narcan is stocked in all schools.

Posted on: March 29, 2023

## Fentanyl Awareness Forums Conclude at Broad Run High School

**Loudoun County, VA (March 29, 2023)** – The last of six awareness forums on fentanyl and other opioids, and what the Loudoun County Sheriff's Office (LCSO), Loudoun County Public Schools (LCPS), and others are doing about it, was held at Broad Run High School on March 23.

"Fentanyl is a particular danger due to its extreme toxicity, low cost of production, and availability in many easily disguised forms," said Loudoun County Sheriff Mike Chapman. "Here in Loudoun County, we are committed to keeping it out of our communities and schools, and to working with our partners to ensure greater awareness and treatment options," he added.

There have been four fatalities out of nine opioid-related overdoses in Loudoun County so far this year. Four of those overdoses were juveniles.

In 2022, there were 14 fatalities out of 66 opioid-related overdoses. Seventeen of those overdoses were juveniles, including two fatalities.

The LCPS-sponsored forums for parents, teachers, and community members began at Park View High School on February 11. Additional forums were held at Loudoun County High School on February 21; Independence High School on February 28; Woodgrove High School on March 7; and John Champe High School on March 8.



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The sessions included presentations by Sheriff Chapman, 2<sup>nd</sup> Lieutenant Tom Mengel, and Sergeant Kevin O'Brien of the LCSO's Tactical Enforcement Unit, the Leesburg Police Department (LPD), as well as representatives of LCPS' Student Assistance Services, [The Williams Center for Wellness & Recovery](#), and their health care collaborators.

Fentanyl is a synthetic opioid, fentanyl is approximately 50 times more potent than heroin, and about 100 times more potent than morphine. The Centers for Disease Control and Prevention reported that 107,375 Americans died of a drug overdose in the 12 months ending January 2022, with two-thirds of those from synthetic opioids like fentanyl – or a combination of fentanyl mixed with another drug and unknown to the user.

Fentanyl is driving the rise in drug overdoses throughout the nation, especially among youth. The Drug Enforcement Administration (DEA) reports that fentanyl contributes to the death of more Americans under 50 than any other cause – including heart disease, cancer, homicide, and suicide.

LCSO and LPD School Resource Officers (SROs) are equipped with Naloxone (NARCAN) and trained to administer this medication to quickly reverse the effects of an opioid overdose. Additionally, LCPS is maintaining NARCAN in every middle and high school, and training staff in each school to administer treatment as may be needed.

Last May, in support of the first-ever National Fentanyl Awareness Day, Sheriff Chapman hosted a community forum on [Fighting Fentanyl Together](#), with local and federal participants. DEA has announced a second national awareness day on May 9, 2023, and LCSO is planning another forum this spring.

[More information](#) on the dangers of fentanyl, and resources for students and parents, is available on the LCPS website.



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## Other News in Sheriff's Office

### [Drunk Driver Crashes into K-9 Deputy's Occupied Vehicle](#)

Posted on: April 18, 2023



## **Police: Three Prince William County teens overdose on fentanyl; one die**

**Dec 8, 2022**

[https://www.insidenova.com/headlines/police-three-prince-william-county-teens-overdose-on-fentanyl-one-dies/article\\_59f405d8-7704-11ed-9fc5-1b77bf50889b.html](https://www.insidenova.com/headlines/police-three-prince-william-county-teens-overdose-on-fentanyl-one-dies/article_59f405d8-7704-11ed-9fc5-1b77bf50889b.html)

Since the beginning of the month, three Prince William County teenagers have overdosed, and one died, after consuming counterfeit Percocet pills laced with fentanyl, police say.

On Dec. 3, officers were called to a home in the Manassas area for an unresponsive 17-year-old boy, Prince William County police 1st Sgt. Jonathan Perok said. Family began CPR and administered Narcan as 911 was contacted, but the teenager died.

On Dec. 5, police were called to another Manassas-area home where a 16-year-old boy was found in bed unresponsive and reportedly foaming at the mouth, Perok said. Fire and rescue crews took the boy to the hospital, where he is expected to recover.

On Wednesday, a 15-year-old Woodbridge boy was found unconscious and family members performed CPR until he regained consciousness. He was taken to an area hospital and is also expected to recover.

“While no evidence currently directly links these latest incidents together, all three are believed to be connected to the popular fentanyl-laced narcotic known as Perc30,” Perok said in a community alert.

The overdoses follow [two other teen deaths in Prince William County earlier this year](#) involving the lethal drug.

Police are working to identify the distributors of the deadly pills and would like to talk to anyone with information.

They also offer the following tips for parents and loved ones:

- [Prince William County Community Services](#) and [Prince William County Public Schools](#) offer resources to help families with discussions about drugs and provide assistance if needed. Help is also available through the [Substance Abuse and Mental Health Services Administration](#). The [Drug Enforcement Agency](#) provides valuable information to help families understand what to look for if someone suspects counterfeit narcotic use.
- The Police Department offers medication disposal boxes at each of the [three district stations](#) in the county for residents to dispose of narcotics safely, no questions asked.
- Residents can obtain lifesaving Narcan nasal spray from Community Services. Learn the signs of opioid use, addiction, overdose, and how to respond using Narcan in 60-minutes by attending a virtual REVIVE training. There are three classes scheduled in December. The training can be found on the [Community Services events calendar](#). Community Services provides substance use disorder prevention, treatment, and recovery services to residents of Prince William County and the cities of Manassas and Manassas Park and is committed to reducing overdoses in our area. Visit [their website](#) or call 703-792-7800 or 703-792-4900 for more information.



# There aren't enough facilities to treat all kids hooked on opioids



Analysis by [Zachary B. Wolf](#), CNN

Published 9:15 AM EDT, Sat April 8, 2023

<https://www.cnn.com/2023/04/08/politics/narcan-fentanyl-opioids-what-matters/index.html>



A bag of evidence containing the synthetic opioid fentanyl disguised as Oxycodone is shown during a news conference at the Fresno County Sheriff's Office in California on August 19, 2020.

Craig Kohlruss/Fresno Bee/Getty Images

*A version of this story appears in CNN's What Matters newsletter. To get it in your inbox, sign up for free [here](#).*

**CNN** —

After writing several previous newsletters on the stunning rise in opioid overdoses in the US, [including among adolescents](#), I thought it was worth taking a look at what happens after an overdose, particularly for adolescents.

I talked to Dr. Sivabalaji Kaliamurthy about what he's encountering. A child and adolescent addiction psychiatrist who is board certified in general psychiatry, child psychiatry and addiction psychiatry, Kaliamurthy is also the director of the addiction clinic at Children's National Hospital in Washington, DC.

He told me that his clinic, which he set up in early 2022, has gone from getting one or two opioid use referrals per month to eight or more per month now, a year later.

He particularly wanted to discuss some major news: The opioid overdose antidote naloxone, sold as Narcan, [got approval from the US Food and Drug Administration](#) on March 29, the day we talked, to be sold over the counter.

Excerpts from our conversation, edited for flow, are below.

## **View Narcan as a fire extinguisher to have on hand**

**WOLF:** *What is your reaction to Narcan being available over the counter?*

**KALIAMURTHY:** When I do an evaluation (of a patient), regardless of the substance use, you're always talking about [naloxone](#), brand name Narcan. ...

The message that I present parents with is always that it's kind of like having a fire extinguisher at home. You hope you never need to use it, but you're glad that you have it if you need to use it.

Access is important. There are some controversies around increasing access to naloxone and fears that this may encourage more substance use. We have scientific research looking into this very specific question.

And overall, there's [one study](#) that came out this month that found that across 44 states where they increased access to naloxone for adolescents, it did not increase the rates of substance use in this population. And in some states, it actually decreased opioid use among adolescents. ...

The FDA approved the over-the-counter sale of naloxone, specifically the brand Narcan, because of how easily it can be administered. Naloxone also comes in other formulations, like injections, but Narcan is a nasal spray. We're hoping that it will be out later this summer.

The challenge remains how much is it going to cost? On average, it can cost anywhere between \$50 to \$100 right now. If it becomes over-the-counter, we don't want insurances to stop covering [it].

It will be interesting to see how the manufacturer goes about introducing it over the counter.

## **An antidote, not a treatment**

**WOLF:** *You said it's like a fire extinguisher. Should everybody have it, or just people whose kids have demonstrated addictive behavior?*

**KALIAMURTHY:** Everyone should have it. Naloxone is not a treatment; it is more of an antidote. It reverses opioid overdoses, and the person who has the opioid overdose is never the one who's going to use it somewhere in the community.

## The view from one hospital

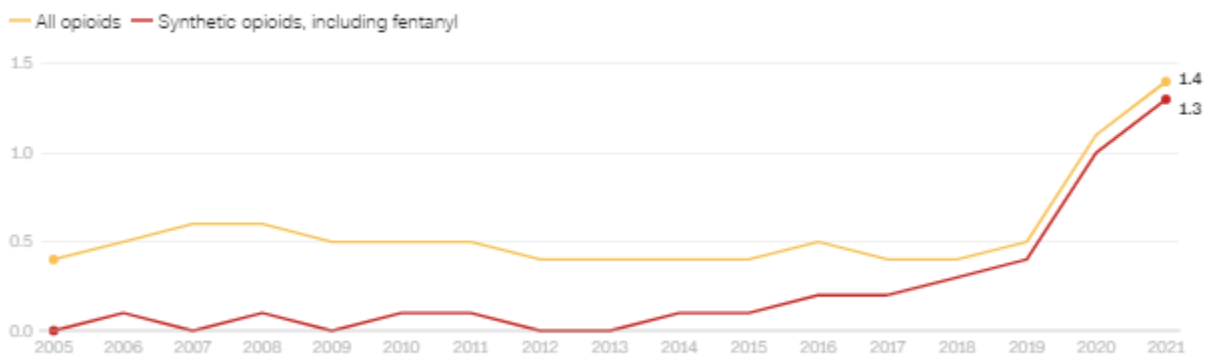
**WOLF:** *I've reported on a surge in overdoses. What are you seeing at Children's?*

**KALIAMURTHY:** We are seeing an increase in the number of kids presenting to the hospital after experiencing an opioid overdose, and in general, opioid overdose deaths in the DMV (Washington, DC, Maryland, Virginia) region have significantly increased in the last two years. That aligns with a national trend we are seeing with regards to opioid overdoses.

### Opioid overdose deaths among children and teens skyrocketed in recent years

The increases in opioid overdoses among children 18 years and younger are driven primarily by synthetic opioids, including fentanyl.

Number of deaths for those 18 years and younger per 100,000 people



Source: Centers for Disease Control and Prevention WONDER database  
Graphic: Han Vu, CNN

**WOLF:** *Is there a profile for who these kids are? Do they share any traits?*

**KALIAMURTHY:** Yes. Let me talk about the kids we do see for opioid-related concerns first.

At Children's National, children often present after experiencing an overdose or having a medical complication because of using these [M30, or the fake Percocet pills](#). We've had kids come in following conditions such as preliminary hemorrhage, where they were bleeding into their lungs, and overdose is not the only concern.

Apart from that, we also have had kids presenting actively using these pills. They haven't overdosed yet but they're asking for help to stop using these pills.

Some things that we have noticed, and this is the trend across the DMV region ... the kids who are presenting to treatment, these are kids who are motivated to stop – they predominantly identify as Hispanic in ethnicity. Most of them have Medicaid for insurance.

A lot of them, you know, they come to us – the average age is about 16, 16½ and their first use of opioids, these pills, was about a year ago. So the average first use was about 15 to 15½ years of age. They are really struggling, and they want to get better.

## From cannabis to crushing fake pills

**KALIAMURTHY:** Another common trait: cannabis use is quite common in this population. Pretty much every patient that I've come across started off around age 12 using cannabis products. This includes the flower and bud, vapes or edibles. Soon they transition to using the M30 pills.

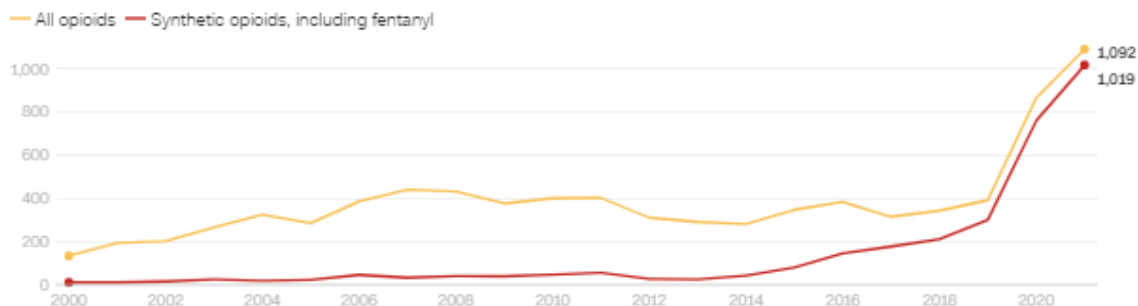
There are various different reasons, one of which is just access. A lot of other kids are using it. They're using it in schools. They try it, they like it, and then it escalates and they stop using other substances.

Most of these kids start off with crushing and try it nasally by snorting it and then they transition to smoking. What they do is they put these pills on a piece of aluminum foil, heat it up and inhale the fumes that come up. We haven't had anyone come in who reported using any of these pills intravenously.

### More than 1,000 US children died from an opioid overdose in 2021

Opioid drug overdose deaths among US youth have increased eight times since 2000. Synthetic opioids like fentanyl accounted for nearly all overdose deaths in the past few years.

Total number of deaths among people 18 years and younger



Source: Centers for Disease Control and Prevention WONDER database  
Graphic: Han Yu, CNN

## Their first pill might be fentanyl

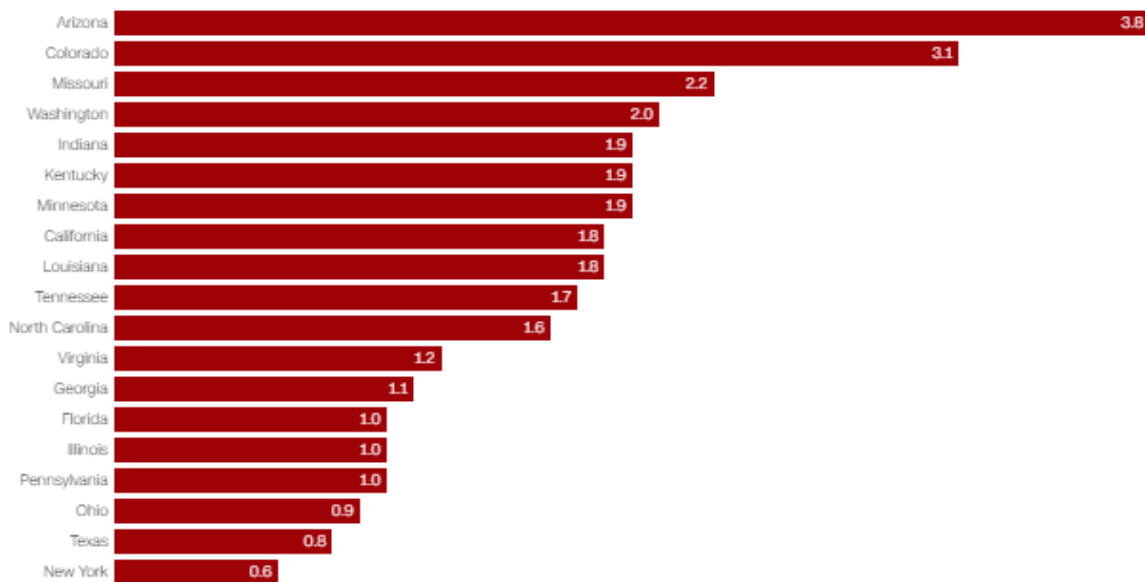
**WOLF:** How is treatment for adolescents different than treating adult users who are seeking help?

**KALIAMURTHY:** We have to take into consideration their developmental age and the psychological development that's happening in adolescence, which is very different from adults.

Oftentimes, this is the first point of entry into opioid use for these kids. Fentanyl, which is one of the most powerful opioids of abuse out there, is the first point of entry into opioid use for these children.

Where for adults, they might have been prescribed pain medications. Or they might have started on opioids through other routes and might have used less potent products before transitioning to fentanyl.

Number of overdose deaths for those 18 years and younger per 100,000 people



Note: Other states are excluded due to suppressed or unreliable data.

Source: Centers for Disease Control and Prevention WONDER database  
Graphic: Han Wu, CNN

## Adolescents today want help

**KALIAMURTHY:** Historically, adolescents were not always the most motivated to seek treatment for substance use. What we would see was they would start off with experimenting, there would be a problem, it would take a few years and they're adults by the time they've entered treatment and they're trying different things to treat themselves before they enter treatment.

With adolescents, now we are seeing that they can tell that they need help, and they are motivated and they are entering treatment.

We have to take into account the presence of parents or guardians, how the school system interacts with them, what else do they do in their communities. There's an increased association of violence and legal trouble that some of these patients end up in that we need to address while treating them. And these are some differences when it comes to treating adolescents versus adults.

## **There isn't enough available treatment**

**WOLF:** *One local community's opioid response coordinator stressed to me that lack of availability of treatment is a real problem. Is that something that you agree with?*

**KALIAMURTHY:** Absolutely. That is a real problem at this point, because there is a huge discrepancy between the number of kids who need treatment and the available resources.

The challenge is we can limit access and prevent these kids from getting the pills. But then you have a huge population of kids who are dependent on these pills, who can't tolerate withdrawal symptoms, who have what we call opioid use disorder. That is going to perpetuate the problem if we're not treating them. We need to do more in terms of increasing access to care for these kids.

## **How treatment works for adolescents. And where it's lacking**

**WOLF:** *Can you illustrate that capacity issue for me, through numbers or data? Or is it more anecdotal?*

**KALIAMURTHY:** Treatment is across different realms.

For example, when a child is using these pills, and they have a problem with substance use, they need to go and be evaluated by a professional who has expertise in both addressing and evaluating mental health and addiction problems. And we don't have very many people being able to do that.

## **The first response**

**KALIAMURTHY:** The first-time response is usually a counselor or social worker, sometimes physicians.

But generally, there's very little expertise in the pediatric health space with regards to addressing substance use-related problems. Screening is the point of entry.

## **Detox**

**KALIAMURTHY:** Then, say they need detox beds. Once they've entered treatment, we want to help them get through those initial days when their body is kind of adjusting to not using these pills, and we refer to that as detox.

At Children's National Hospital, when the kids come to the emergency room, we are not able to admit them for detoxes all the time. Sometimes we do end up admitting them.

This depends on the availability of beds. The number of pediatric beds is very small to begin with. And beds may not always be available when somebody presents to the emergency room detox.

And then there's who is on call? Who's available to treat these kids? I spoke about the lack of expertise in general, across the pediatric health space, so all that will determine whether a child is able to get access to detox services.

That's the detox part of treatment, which can be anywhere between two to five days.

Detox doesn't always mean somebody needs to be admitted. I also do outpatient detox where we are helping kids stop by providing them with medications and guiding their parents or guardians and the child on how to go through detox.

## **Rehabilitation**

**KALIAMURTHY:** Once you go through detox, depending on the extent of the problem, a child may require admission to a rehabilitation facility for anywhere between a month to six months.

When we look at the number of facilities in the DMV region that provide this kind of rehab, I don't think Virginia has any, DC doesn't have any, Maryland has two. One is Sandstone Treatment Center, which is a private institution. The other is a treatment center, which is closer to Baltimore. There's a limitation on who they can take.

**WOLF:** *Let me interrupt you. In a region that has millions of people, there are only two facilities that will take adolescents for one to six months' treatment for substance use?*

**KALIAMURTHY:** Yes. For substance use.

## **The system wants to help, but there are challenges**

**WOLF:** *Is that just a function of there's more demand for those kinds of facilities among older people who are more likely to face addiction problems? Is that something the system is pivoting to address right now?*

**KALIAMURTHY:** It's unclear. The system wants to help, but the challenge is historically adolescents are not always the most eager and motivated to get help.

When we look at treatment programs, that didn't exist in the past. They often relied on the judicial system, where some of these kids might have been mandated to treatment.

Now we know that substance use disorders are chronic disorders and mandates don't always work. Courts have stopped mandating treatment, because it's like you mandate it for a month and then they come out and then what happens? There's a lot of issues with mandating treatment.

Now, most of the programs that were present prior to the pandemic also shut down during the pandemic because the needs also declined.

This is not financially lucrative. That's one reason why they're having a huge issue with finding systems and having the county or the state take over with regards to creating the system.

## **Treatment**

**WOLF:** *I cut you off there. You were moving from the one-to-six-month facility to the next step in the process.*

**KALIAMURTHY:** So the next step is really engaging these kids in treatment. Not all kids require one to six months. Some kids might be OK with just completing detox and engaging in regular outpatient level of care. This might involve what we call intensive outpatient combined with medication.

Which is where I would come in. A lot of what I do is provide medications for addiction treatment. These medications, the first part is for the detox to help with the child's symptoms, but once you go through withdrawals, you can still have significant cravings to go back to using.

The challenge, again, is the number of facilities. There are more options for intensive outpatient, but again, they are packed. The wait times to get in are longer now, and some of them are just virtual-only options, which may be good for some kids, but some kids might need more inpatient help.

## **Recovery**

**KALIAMURTHY:** After this step, we have regular outpatient therapy and recovery support services, which is also lacking.

The recovery support services are services which help kids get back on track academically. Catch up with your credit, get up on your grades and form a healthy, functioning resume. Get help finding part-time jobs. Keep these kids engaged in activities outside of school so that they are less likely to go back to the path that they were on which led to the substance use.

## **Message to parents**

**WOLF:** *What's your message to parents who are trying to keep an eye on their kids?*



**KALIAMURTHY:** Let's look at the national-level data that we have collected up to 2021. Substance use is actually on the decline.

Which is interesting because what is happening is that even though substance use among kids is on the decline – that's both in middle school and high school – the substances that kids are using have become so much more potent.

Take cannabis, which if you [measure the potency by the percentage of THC content](#), has gone up significantly. The average THC percentage in the '60s and '70s was like 2-5%. And now it's like 20-25%. And kids are more likely to use what they call the concentrates, which is like 80% or more THC.

When I talk to parents, the first thing I'm telling them about is the landscape of different substances that are out there, and kids are more likely to start off with cannabis or alcohol before they transition to the M30 pills.

## **Parents can control what their children see them do**

**KALIAMURTHY:** If you think about modifiable and non-modifiable risks, some risks just cannot be changed. These are things like genetics, family history and also if a child has a history of any traumatic experiences. Those are not things you can necessarily change. There are modifiable risk factors, like if a child has ADHD, they're more likely to be at risk for developing substance use problems.

If there are untreated mental health conditions, such as depression, anxiety, they're more likely to have problems. We know that. The kids who identify as LGBTQ+, they also tend to have more risk factors in terms of initiating substances that transition into a problem.

But also, we need to rethink how families address substances in the household. Kids learn by modeling they see from adults in their life and also the direct conversations we have. What are their values as a family around use of substances? These are not just legal and illegal – all substance use can have some harm. And early initiation is going to lead to more likelihood of having a problem.



THOMAS P. SOTELO  
CHIEF JUDGE

GAYL BRANUM CARR  
GLENN L. CLAYTON II  
TODD G. PETIT  
MAHA-REBEKAH ABEJUJELA  
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JUDGES

# COMMONWEALTH of VIRGINIA

## JUVENILE AND DOMESTIC RELATIONS DISTRICT COURT

19TH JUDICIAL DISTRICT

4110 CHAIN BRIDGE ROAD - THIRD FLOOR

FAIRFAX, VA 22030-4043

TEL: (703) 246-3367 FAX#: (703) 352-8934

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RETIRED JUDGES

ARNOLD B. KASSABIAN  
1976-1994

PHILIP N. BROPHY  
1974-1980

On behalf of the Fairfax Juvenile and Domestic Relations District Court, we are writing in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority. The court's effective administration of justice depends upon expansion of the region's child substance use treatment capacity.

Over the last year or longer, this court has had a significant and alarming number of children (and adults) in court either under the influence of or withdrawing from opioids, Fentanyl, in particular. A child had to be taken to the hospital from the courtroom after experiencing an overdose in the courtroom. In addition, we have a substantial number of children who are involved in the court through our Court Services Unit who have overdosed on Fentanyl. One of our girls overdosed in the court's residential treatment center, Foundations. We are also aware of children overdosing on Fentanyl in the Fairfax County community in their homes, neighborhoods, and their schools. Indeed, the Fairfax County Public Schools (FCPS) now trains school staff on use of Narcan to administer to children who overdose on opioids while at school. Further, in the Fairfax Juvenile and Domestic Relations District Court (JDRDC), our courtroom deputy sheriffs also are trained on how to administer Narcan in the courthouse. Our children are increasingly using opioids, and many have been diagnosed with an addiction to Fentanyl. The real-life consequences of this epidemic in our community are significant and tragic.

The data from the Virginia Department of Health indicates fatal drug overdose has been the leading method of unnatural death in Virginia since 2013. Opioids, specifically illicit Fentanyl, have been the driving force behind the large increases in fatal overdoses since 2013. Fentanyl (prescription, illicit or analogs) caused or contributed to death in 76.4% of all fatal overdoses in 2021. National data reveals among people aged twelve or older in 2021, 57.8% (or 161.8 million people) used tobacco, alcohol, or an illicit drug in the past month (also defined as "current use"), per the 2021 National Survey of Drug Use and Health.

As judges and probation staff attempt to respond to this epidemic, we are increasingly crippled in our ability to effectively intervene to keep the community safe and help children and their parents. In many instances, it is a matter of life and death. This epidemic is an equal opportunity offender. It impacts all ages, children, and adults, regardless of gender, race, ethnicity, national origin, sexual orientation, and socio-economic status. It is seen in both delinquency, criminal and civil cases. It is seen in our child welfare cases in which babies are born with opioids in their blood system or addicted. Children are not only overdosing on Fentanyl but selling it to the community (along with adults). Our

population of children who need services or supervision (CHINS) due to not attending school or running away from home are drawn to Fentanyl in the community often by sexual predators.

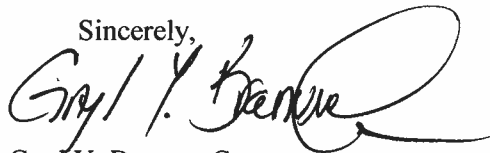
Despite the magnitude of the opioid epidemic in the Fairfax JDRDC community, resources, interventions, and treatment options (including detoxification) are limited or non-existent. The 2021 National Survey of Drug Use and Health reported that among children aged 12-17 with a co-occurring major depressive episode and an illicit drug or alcohol use disorder in the past year who received either service, most (93%) received only mental health services. In Fairfax County, many of our children who are addicted to opioids must travel to another state for treatment, which is a barrier in treatment as the child is away from his or her family. Further, many of the available treatment options are only available for adults. Thus, this court supports evidence-based, withdrawal management and residential treatment services that will be available to children in the Fairfax JDRDC community and the Northern Virginia region who are using opioids. My colleagues and I recognize that evidence-based treatment is critical for these children to find a path to recovery and thrive – and quite frankly, survive, given the lethality of counterfeit opioid pills, the substance of choice for many children in the Fairfax County JDRDC community. These types of community resources, interventions and treatment options are needed in fulfilling our responsibilities to protect public safety and provide for the administration of justice.

This project will fill a critical need in our community in many respects. Currently, a child must wait weeks and months for available services to be located while parents report that their child has exhibited increasingly aggressive behavior while under the influence of Fentanyl. Indeed, parents are coming to court and requesting the court to detain their child in the juvenile detention center due to fear of continued Fentanyl use. Critical services are needed for the Fairfax County community so that court system involvement is not the only method of accessing treatment.

Fairfax County, due to the size of our population and “urban” setting, is often recognized as being on the forefront of developing innovative and identifying promising policies. This project will create a model for the provision of child withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. Undoubtedly, other communities across the state and country will need best practice models to expand their local continuum of child substance use treatment.

Thank you for your consideration. Please do not hesitate to contact us if we may provide any additional information.

Sincerely,



Gayl Y. Branum Carr



Melinda VanLowe

April 25, 2023



# County of Fairfax, Virginia

---

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

May 2, 2023

Virginia Opioid Abatement Authority

Dear Virginia Opioid Abatement Authority:

I am writing on behalf of the Fairfax County Fire and Rescue Department (FRD) in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity.

The Fairfax County Fire and Rescue Department has worked collaboratively with the Northern Virginia Community Services Board for many years on efforts to combat the opioid epidemic, treat those affected, provide harm reduction services, and connect those affected with needed services.

The availability and capacity of youth substance use treatment facilities and services in the area has been identified as an area that is lacking locally. This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region who are using opioids, many of whom have overdosed one or more times.

Currently, these services are not available in Northern Virginia and there are very limited options in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, we continue to see an alarming number of youth using opioids encountered during responses to 911 emergencies by the Fairfax County Fire and Rescue Department.

Members of the Fire and Rescue Department as well as our colleagues from other agencies recognize that evidence-based treatment is critical for these youth to find a path to recovery and thrive. The number of counterfeit opioid pills, which are the substance of choice for many youth in Northern Virginia, is incredibly alarming. The increase in the number of youth using opioids coupled with the lack of local treatment services options for them, is disheartening. With withdrawal management and residential treatment for youth currently unavailable in our locality, my colleagues and I regularly are in the challenging situation of wanting to connect youth to the services they desperately need but not having the critical tools to do so. The real-life consequences of this are significant and tragic.

---

**Proudly Protecting and  
Serving Our Community**

**Fire and Rescue Department**  
12099 Government Center Parkway  
Fairfax, VA 22035  
703-246-2126  
[www.fairfaxcounty.gov/fire](http://www.fairfaxcounty.gov/fire)



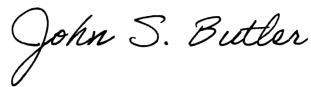
Since the beginning of 2022, the Fairfax County Fire and Rescue Department has responded to over 900 emergencies involving opioid patients, with nearly ten percent of them involving youth under the age of 18. The youngest child was only 11 years old. Our crews see the stress, anxiety, and worry in the faces of the families and loved ones of the patients with opioid use disorder every day. That stress and worry is compounded exponentially for the parents and loved ones of children suffering from opioid use disorder when they learn that local treatment options are extremely limited.

Not only will this project fill a vital need and provide critical services to youth and families, it also will create a model for the provision of youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, driven largely by counterfeit opioid pills. Undoubtedly, other communities across the state and country will need best practice models to expand their local continuum of youth substance use treatment.

We have seen firsthand the effects of the opioid crisis on youth in our community and are strongly committed to working collaboratively to provide services to this vulnerable population.

Thank you for your consideration of this application.

Sincerely,

A handwritten signature in cursive script that reads "John S. Butler".

John Butler  
Fire Chief



# County of Fairfax, Virginia

---

To protect and enrich the quality of life for the people, neighborhoods, and diverse communities of Fairfax County

**Kevin Davis**  
*Chief of Police*

May 2, 2023

Virginia Opioid Abatement Authority  
c/o Mr. Anthony E. McDowell, Executive Director

**Lt. Colonel  
Brian J. Reilly**  
*Executive Deputy  
Chief of Police*

Dear Members of the Virginia Opioid Abatement Authority:

I am writing on behalf of the Fairfax County Police Department (FCPD) in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity.

**Lt. Colonel  
Robert A. Blakley**  
*Deputy Chief of Police  
Operations*

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region who are using opioids, many of whom have overdosed one or more times. Currently, these services are not available in Northern Virginia and there are very limited options in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, FCPD continues to see an alarming number of youth abusing opioids in Fairfax County. Evidence-based treatment is critical for these juveniles to find a path to recovery and thrive – and quite frankly, survive, given the lethality of counterfeit opioid pills which are the substance of choice for many youth in Northern Virginia. We also recognize that most juveniles are not able to travel hundreds of miles for treatment, nor is that in line with best practices which encourage the provision of treatment in the individual's local community.

**Lt. Colonel  
Eli Cory**  
*Deputy Chief of Police  
Investigations*

The (FCPD) is committed to fighting the opioid epidemic in Fairfax County and in Northern Virginia. We are one of the few local law enforcement agencies in the nation with a unit that focuses exclusively on investigating opioid overdoses. FCPD's Overdose Investigations Unit partners closely with Fairfax County's Opioid and Substance Use Task Force on a cross-systems, multi-pronged local opioid response effort, and also works closely with the U.S. Drug Enforcement Administration and Department of Justice, as well as other law enforcement partners, to investigate those responsible for the illegal distribution of opioids. Between 2018-2022, the unit investigated 364 fatal overdoses and 1,054 nonfatal overdoses resulting in many significant, successful prosecutions. The number of youth overdoses known to the FCPD Overdose Investigation Unit has grown significantly over the last couple years, with almost all of these overdoses involving illicit pills containing fentanyl. Unfortunately, the number of juvenile nonfatal overdoses in 2023 is on pace to exceed that of 2022 and sadly, we know that this data point is an underrepresentation of those using opioids in our community.

**Lt. Colonel  
Brooke D. Wright**  
*Deputy Chief  
of Police  
Administration*

---

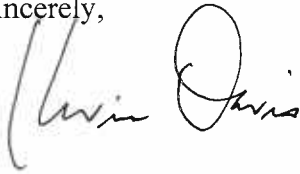
**Fairfax County Police Department**  
12099 Government Center Parkway  
Fairfax, Virginia 22035  
703-246-2195, TTY 711  
Facsimile 703-246-3876  
[www.fairfaxcounty.gov](http://www.fairfaxcounty.gov)



During our investigations, detectives as well as our victim services specialists work closely with juvenile overdose victims and their families to connect them to post-overdose follow-up and treatment. Unfortunately, without withdrawal management and residential services for youth in the Northern Virginia region, there are limited options for these families. This makes our juveniles more vulnerable and some of these youth have overdosed on more than one occasion. Without additional resources for local treatment centers, we will continue to see young people struggle with this addiction and succumb to its lethal consequences.

We have seen firsthand the effects of the opioid crisis on youth in our community and are strongly committed to working collaboratively to provide services to this vulnerable population. Thank you for your consideration of this application.

Sincerely,

A handwritten signature in black ink that reads "Kevin Davis". The signature is written in a cursive style with a large, prominent "K" and "D".

Kevin Davis  
Chief of Police



Dear Virginia Opioid Abatement Authority,

I am writing as director of the pediatric emergency department at LJ Murphy Children's Hospital in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region who are using opioids, many of whom have overdosed one or more times. Many more are presenting to our emergency department for withdrawal management and we have few or no opportunities to transition care if medication assisted treatment is initiated. Currently, these services are not available in Northern Virginia and there are very limited options (i.e. no actual referral options from this department) in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, I continue to see an alarming number of youths using opioids in the here at Inova Fairfax Hospital. My colleagues and I recognize that evidence-based treatment is critical for these youths to find a path to recovery and thrive – and quite frankly, survive, given the lethality of counterfeit opioid pills which are the substance of choice for many youths in Northern Virginia and across the nation. We also recognize that most adolescents are not able to travel hundreds of miles for treatment, nor is that in-line with best practice, which encourages the provision of treatment in the individual's local community.

With withdrawal management and residential treatment for adolescents currently unavailable in our locality, my colleagues and I are regularly in the challenging situation of wanting to connect youth to the services they desperately need but not having the critical resources available. The real-life consequences are significant and tragic. Several times a week we are identifying adolescents with opioid addiction, either in the throes of withdrawal, seeking assistance, or in an overdose situation. This was unheard of in this region only a few years ago but is now a regular occurrence. This team is willing to start evidence-based medication assisted therapy with buprenorphine, but without an ambulatory based program available in the community, there is nowhere to transition these patients to. We provide "comfort" medications and I suspect many inevitably begin using after they leave our facility without meaningful help. It is a frustrating and helpless feeling as a medical provider to know that you have little or nothing to offer a patient with a potentially life-threatening condition. What is even more ironic is that while abundant resources exist over the age of 18, almost no resources exist for teenagers for whom early intervention might yield its greatest results.





Not only will this project fill a vital need and provide critical services to youth and families, it also will create a model for the provision of youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, driven largely by counterfeit opioid pills. Undoubtedly, other communities across the state and country will need best practice models to expand their local continuum of youth substance use treatment.

We have seen firsthand the effects of the opioid crisis on youth in our community and are strongly committed to working collaboratively to provide services to this vulnerable population. Thank you for your consideration of this application.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Place".

Rick Place, MD

Pediatric Medical Director

LJ Murphy Children's Hospital

Inova Fairfax Medical Campus

3300 Gallows Road

Falls Church, VA 22024

703-776-2039

Virginia Opioid Abatement Authority  
c/o Mr. Anthony E. McDowell, Executive Director  
Via Email: [tmcdowell@voaa.us](mailto:tmcdowell@voaa.us)

April 28, 2023

Dear Members of the Virginia Opioid Abatement Authority:

In Northern Virginia, agencies representing criminal justice, education, health and human services, law enforcement, and public safety have a solid record of working collaboratively to focus on positive outcomes for those we serve. In this regard, I am writing on behalf of the **Inova Kellar Center** to support the region's Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority for a project planned to expand the region's capacity for youth substance use treatment. The partners include the City of Alexandria and the counties of Arlington, Fairfax, Loudoun, and Prince William.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region who are using opioids, many of whom have overdosed one or more times. Currently, these services are unavailable in Northern Virginia, and there are limited options in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, our agency continues to see an alarming number of youths using opioids. My colleagues and I recognize that evidence-based treatment is critical for these youths to find a path to recovery and thrive – and, quite frankly, survive, given the lethality of counterfeit opioid pills, the substance of choice for many youths. We also recognize that expecting caregivers to transport youths hundreds of miles for treatment is unrealistic, nor is it in line with best practices that encourage treating youths in their local community.

Our agency needs the ability to quickly connect youths to the services they desperately need. The real-life consequences of not having local withdrawal management and residential treatment services are significant and tragic. ***As the largest health system and employer in Northern Virginia, our Inova care givers have witnessed firsthand on too many occasions the deadly impact of opioid addiction across all the communities we serve. We are proud of the comprehensive mental health and substance use disorder treatment programs our Inova Kellar Center provides, but the region needs additional resources to truly stem the tide of the opioid epidemic.***

Not only will this project fill a vital need and provide critical services to youths and their loved ones, but it will also create a model for providing youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, primarily driven by counterfeit opioid pills. Other communities across the Commonwealth and country will need best practice models to expand their local continuum of youth substance use treatment. This project can serve as a leading model in Virginia.

We have seen firsthand the effects of the opioid crisis on youths in our community and are strongly committed to working collaboratively with our CSB partners to provide services to this vulnerable population. Thank you for your consideration of their application.

Sincerely,

*Rick Leichtweis*

Rick Leichtweis, Ph.D.  
Executive Director, Inova Kellar Center



Virginia Opioid Abatement Authority

Dear Virginia Opioid Abatement Authority,

I am writing on behalf of the Arlington Addiction Recovery Initiative (AARI) in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region who are using opioids, many of whom have overdosed one or more times. Currently, these services are not available in Northern Virginia and there are very limited options in the greater DC metro area and across the Commonwealth of Virginia. As co-chair of AARI, I have been involved in trying to increase prevention and treatment for youth in our region. My colleagues and I recognize that evidence-based treatment is critical for these youth to find a path to recovery and thrive – and quite frankly, survive, given the lethality of counterfeit opioid pills which are the substance of choice for many youth in Northern Virginia. We also recognize that most youth are not able to travel hundreds of miles for treatment, nor is that in line with best practices which encourage the provision of treatment in the individual's local community.

With withdrawal management and residential treatment for youth currently unavailable in our locality, my colleagues and I regularly are in the challenging situation of wanting to connect youth to the services they desperately need but not having the critical tools to do so. The real-life consequences of this are significant and tragic. AARI tracks overdoses in Arlington and responds to each incident. We have noticed a large increase in overdoses of youth. Prior to this calendar year, we had no known youth opioid overdoses. This year there have been seven overdoses of people under the age of 18. There is no residential treatment for youth in this region which is desperately needed.

Not only will this project fill a vital need and provide critical services to youth and families, it also will create a model for the provision of youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, driven largely by counterfeit opioid pills. Undoubtedly, other communities across the state and country will need best practice models to expand their local continuum of youth substance use treatment.

We have seen firsthand the effects of the opioid crisis on youth in our community and are strongly committed to working collaboratively to provide services to this vulnerable population. Thank you for your consideration of this application.

Sincerely,

*Suzanne Somerville*

Suzanne Somerville, LCSW  
AARI Co-Chair



ARLINGTON  
FOUNDATION FOR  
**FAMILIES AND  
YOUTH**

3312 23<sup>rd</sup> Rd N, Arlington, VA 22201 • www.arfffy.org

28 April 2023

Dear Virginia Opioid Abatement Authority,

I am writing on behalf of the board of the Arlington Foundation for Families and Youth in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity.

The Foundation's work with youth who have been referred to its Second Chance program because of their use of drugs or alcohol has given us the opportunity of going "behind the scenes" -- the teens feel safe to talk very candidly to the program's facilitators about the breadth of their substance use and when they first started. Our teens tell us that they are experimenting early and widely.

Those youth who make headlines as a result of overdosing are a tiny fraction of those using today's more serious drugs. Even the "unnoticed" teens are in serious risk of overdosing -- and, those who are lucky enough to survive have little hope today of adequate treatment locally.

The Foundation has been frustrated by the lack of regional withdrawal management and residential treatment services for youth. Knowing that a teen needs help and knowing that few if any options are available is painful at best and potentially deadly at worst.

We appreciate the opportunity to support this application.

Sincerely,

Barbara Gomez, President  
Arlington Foundation for Families and Youth

Arlington Foundation for Families and Youth -- a 501-c-3 public foundation

Barbara Gomez, President

Linda Henderson, Vice President

John Andelin, Treasurer

Carol Arnold, Secretary

---

Board Members

Sarah Gortenburg  
Amy Graham  
Tricia Rogers

Diane Smith  
Rick Strobach  
Meg Tuccillo

Robert Vilchez  
Anne Vor der Bruegge



**Arlington Juvenile and Domestic Relations District Court**  
**17TH JUDICIAL DISTRICT**

**ROBIN L. ROBB**  
CHIEF JUDGE

**Arlington County Justice Center**

**RETIRED JUDGE**

**W. MICHAEL CHICK, JR.**  
JUDGE

**1425 North Courthouse Road, 4th Floor**

**ESTHER L. WIGGINS**  
**GEORGE D. VAROUTSOS**

**Arlington, Virginia 22201**

**RONIKKA K. LARTEY**  
CLERK

**Mailing Address: P.O. Box 925, Arlington, Virginia 22216**

**Telephone: (703) 228-4495**

**April 28, 2023**

Virginia Opioid Abatement Authority

Dear Chair, Vice Chair and Members of the Virginia Opioid Abatement Authority:

We write to you on behalf of the Arlington County and City of Falls Church Juvenile and Domestic Relations District Courts. As a court that works daily with young people who are struggling with severe addictions, we support the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity, and in some localities to establish programs available for youth in need of substance use treatment.

What we see in court is that the opioid overdose epidemic in Northern Virginia is at a true crisis level for our young people, and this essential project seeks to establish the availability of critically important withdrawal management and residential treatment services for youth ages 12-17 who suffer from opioid addiction. Many of these children have overdosed on more than one occasion, and, quite tragically, too many have died due to opioid use. There are few, if any, services available in Northern Virginia to meet these needs, and limited options in the greater DC Metro area and across the Commonwealth of Virginia. On the limited occasions when appropriate programs are found, they are usually outside of our jurisdiction (and that typically fails as a viable option because those neighboring jurisdictions have understandable needs to prioritize their available bed space to service their own children).

With the currently unavailability of withdrawal management services and residential treatment for youth here in Arlington and Falls Church City, we routinely find ourselves in the difficult circumstance of having an urgent need to connect youth to needed services, but simply not having those services available. The tools we need to serve these children are just not there. There are a limited number of residential programs in the Commonwealth of Virginia, none of them are in Northern Virginia. We have repeatedly been advised that the few programs designed for substance abuse treatment cannot accommodate youth whose primary or sole language is Spanish. That impacts a large number of children in our court.

Historically, children-in-need-of-supervision petitions were most-often filed by school authorities for truancy. Few of those petitions were filed by parents. Now, the majority of these petitions are being brought to court by parents, pleading for court intervention to save their children from the unforgiving grip of opioid addiction. The services our Court has to offer are ill-equipped to meet the substance use/abuse treatment needs of far too many

of the children we are seeing. We have an intensive outpatient program. In addition to substance abuse counselors for which there is a waiting list the Department of Human Services established an intensive substance use group which typically meets for eight weeks in-person with parent sessions also required, and we continue to engage in efforts to educate parents and the community on obtaining and naxolone/Narcan. It is not uncommon for our court services officers to reach out to, and be rejected by, upwards of 50 treatment programs for kids in need from here to California.

Our people have worked tirelessly to tackle these problems with the tools we have at our disposal, and we will continue to do so. But importantly, these all-hands-on-deck efforts to meet the moment have also caused our other programs – the essential non-drug-treatment programs that are designed for other important needs that children face – to become completely overburdened and filled to capacity (with considerably long wait lists). In other words, this opioid crisis response is causing ripple effects that are resulting in other, non-addicted children and families being detrimentally neglected from services that they would normally have access to.

We have seen parents, and even children themselves, request detention placements in the Northern Virginia Juvenile Detention Home, out of fear concerning the fatal risks associated with their addictions. Our detention facility is a placement of last resort for other types of circumstances, and it is certainly not supposed to be for detoxification purposes. Our families deserve opportunities to have evidence-based treatment to help these young people find a path to recovery and quite frankly, to survive, given the lethality of counterfeit opioid pills, the substance of choice for many children in Northern Virginia. And these treatment programs are needed locally, because the vulnerable and marginalized families we are serving cannot travel hundreds of miles to participate in their child's treatment (which includes family support and engagement as a critical piece of the treatment regimen).

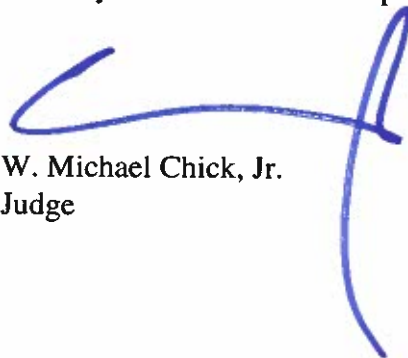
Not only will this project fill a vital need and provide critical services to youth and families, but it will at the same time stand as a model for the provision of youth withdrawal management and residential services that can be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, driven largely by counterfeit opioid pills. Undoubtedly, other communities across the Commonwealth of Virginia and nationwide will need best-practice models to expand their local continuum of youth substance use treatment.

We are strongly committed to working collaboratively to provide services to this vulnerable population. Thank you to considering the Northern Virginia Community Services Boards cooperative partnership application.

Sincerely,



Robin L. Robb  
Chief Judge



W. Michael Chick, Jr.  
Judge





**ARLINGTON COUNTY, VIRGINIA**  
**JUVENILE AND DOMESTIC RELATIONS DISTRICT**  
**COURT SERVICES UNIT**  
1425 N. COURTHOUSE ROAD, SUITE 5100  
ARLINGTON, VIRGINIA 22201



ROBIN L. ROBB  
CHIEF JUDGE

W. MICHAEL CHICK, JR.  
JUDGE

EARL J. CONKLIN  
DIRECTOR OF COURT SERVICES  
(703) 228-4500

April 27, 2023

Dear Virginia Opioid Abatement Authority,

I am writing on behalf of The Arlington County Juvenile and Domestic Relations District Court Services Unit, in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region ages 12 – 17 who are using opioids, many of whom have overdosed one or more times. Currently, these services are not available in Northern Virginia, and there are very limited options in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, we continue to see an alarming number of youth using opioids in Arlington County. My colleagues and I recognize that evidence-based treatment is critical for these youth to find a path to recovery and thrive – and quite frankly, survive, given the lethality of counterfeit opioid pills which are the substance of choice for many youth in Northern Virginia. We also recognize that most youth are not able to travel hundreds of miles for treatment nor is that in line with best practices which encourage the provision of treatment in the individual's local community.

With withdrawal management and residential treatment for youth currently unavailable in our locality, my colleagues and I regularly are in the challenging situation of wanting to connect youth to the services they desperately need but not having the critical tools to do so. The real-life consequences of this are significant and tragic. In our agency we have seen a dramatic increase during 2022-2023, of youth presenting to the juvenile court due to opioid addiction. This, coupled with the lack of adequate substance use treatment services, has greatly increased the incidence of youths being placed in secure juvenile detention. The absence of needed treatment services has also led to youth being incarcerated multiple times and for longer periods of time, due to their continued use while under court supervision.

Not only will this project fill a vital need and provide critical services to youth and families, it also will create a model for the provision of youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, driven largely by counterfeit opioid pills. Undoubtedly, other communities across the state and country will need best practice models to expand their local continuum of youth substance use treatment.

We have seen firsthand the effects of the opioid crisis on youth in our community and are strongly committed to working collaboratively to provide services to this vulnerable population. Thank you for your consideration of this application.

Sincerely,

A handwritten signature in black ink, appearing to read "Earl J. Conklin", with a long horizontal flourish extending to the right.

Earl J. Conklin, Director of Court Services,  
Arlington County Juvenile and Domestic Relations District Court



CHARLES A. PENN  
CHIEF OF POLICE

**ARLINGTON COUNTY POLICE DEPARTMENT**  
ARLINGTON COUNTY COURTHOUSE  
1425 NORTH COURTHOUSE ROAD  
ARLINGTON, VA 22201  
PHONE (703) 228-4040  
[police@arlingtonva.us](mailto:police@arlingtonva.us)



J. DARRIN CASSEDY  
DEPUTY CHIEF

LATASHA CHAMBERLAIN  
DEPUTY CHIEF

DAVID GIROUX  
DEPUTY CHIEF

WAYNE A. VINCENT  
DEPUTY CHIEF

April 27, 2023

Virginia Opioid Abatement Authority  
701 E. Franklin Street  
Richmond, Virginia 23229

Dear Virginia Opioid Abatement Authority,

I am writing on behalf of the Arlington County Police Department in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region ages 12 – 17 who are using opioids, many of whom have overdosed one or more times. Currently, these services are not available in Northern Virginia, and there are very limited options in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, we continue to see an alarming number of youth using opioids in Arlington County. My colleagues and I recognize that evidence-based treatment is critical for these youth to find a path to recovery and thrive – and quite frankly, survive, given the lethality of counterfeit opioid pills which are the substance of choice for many youth in Northern Virginia. We also recognize that most youth are not able to travel hundreds of miles for treatment nor is that in line with best practices which encourage the provision of treatment in the individual's local community.

With withdrawal management and residential treatment for youth currently unavailable in our locality, my colleagues and I regularly are in the challenging situation of wanting to connect youth to the services they desperately need but not having the critical tools to do so. The real-life consequences of this are significant and tragic. We have heard from parents, teachers and other members of our community who see firsthand our youth struggling to cope with opioid use and parents unable to locate adequate services to help their loved ones.

Not only will this project fill a vital need and provide critical services to youth and families, it also will create a model for the provision of youth withdrawal management and

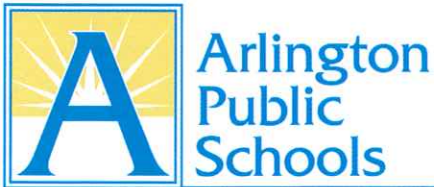
residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, driven largely by counterfeit opioid pills. Undoubtedly, other communities across the state and country will need best practice models to expand their local continuum of youth substance use treatment.

We have seen firsthand the effects of the opioid crisis on youth in our community and are strongly committed to working collaboratively to provide services to this vulnerable population. Thank you for your consideration of this application.

Sincerely,



Andy Penn  
Chief of Police



2110 Washington Boulevard • Arlington, VA 22204

Virginia Opioid Abatement Authority

Dear Virginia Opioid Abatement Authority,

I am writing on behalf of Arlington Public Schools in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region ages 12 – 17 who are using opioids, many of whom have overdosed one or more times. Currently, these services are not available in Northern Virginia, and there are very limited options in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, we continue to see an alarming number of youth using opioids in Arlington County. My colleagues and I recognize that evidence-based treatment is critical for these youth to find a path to recovery and thrive – and quite frankly, survive, given the lethality of counterfeit opioid pills which are the substance of choice for many youth in Northern Virginia. We also recognize that most youth are not able to travel hundreds of miles for treatment nor is that in line with best practices which encourage the provision of treatment in the individual's local community. With withdrawal management and residential treatment for youth currently unavailable in our locality, my colleagues and I regularly are in the challenging situation of wanting to connect youth to the services they desperately need but not having the critical tools to do so. The real-life consequences of this are significant and tragic. Our own school division lost a student to an opioid overdose this winter, and this loss continues to be felt and have repercussions across the entire Arlington community.

Not only will this project fill a vital need and provide critical services to youth and families, it also will create a model for the provision of youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, driven largely by counterfeit opioid pills. Undoubtedly, other communities across the state and country will need best practice models to expand their local continuum of youth substance use treatment.

We have seen firsthand the effects of the opioid crisis on youth in our community and are strongly committed to working collaboratively to provide services to this vulnerable population. Thank you for your consideration of this application.

Sincerely,

A handwritten signature in black ink, appearing to read 'Francisco Durán', written over a white background.

Dr. Francisco Durán  
Superintendent  
Arlington Public Schools



FIRE DEPARTMENT  
Fire Chief's Office

---

2100 Clarendon Boulevard, Suite 400, Arlington, VA 22201  
TEL 703-228-3362 FAX 703-228-7097 [www.arlingtonva.us](http://www.arlingtonva.us)

April 25, 2033

Virginia Opioid Abatement Authority  
P.O. Box 1475  
Richmond, VA 23218

Dear Virginia Opioid Abatement Authority,

I am writing on behalf of Arlington County Fire Department in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region ages 12 – 17 who are using opioids, many of whom have overdosed one or more times. Currently, these services are not available in Northern Virginia, and there are very limited options in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, we continue to see an alarming number of youth using opioids in Arlington County. My colleagues and I recognize that evidence-based treatment is critical for these youth to find a path to recovery and thrive – and quite frankly, survive, given the lethality of counterfeit opioid pills which are the substance of choice for many youth in Northern Virginia. We also recognize that most youth are not able to travel hundreds of miles for treatment nor is that in line with best practices which encourage the provision of treatment in the individual's local community.

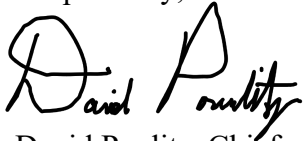
With withdrawal management and residential treatment for youth currently unavailable in our locality, my colleagues and I regularly are in the challenging situation of wanting to connect youth to the services they desperately need but not having the critical tools to do so. The real-life consequences of this are significant and tragic. We must reverse the alarming trend of middle school students who are overdosing in and outside of school. Filling the gap of treatment can have positive outcomes and save lives and families.

Not only will this project fill a vital need and provide critical services to youth and families, it also will create a model for the provision of youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, driven largely by counterfeit opioid pills. Undoubtedly, other communities across the state and country will need best practice models to expand their local continuum of youth substance use treatment.

We have seen firsthand the effects of the opioid crisis on youth in our community and are strongly committed to working collaboratively to provide services to this vulnerable population.

Thank you for your consideration of this application.

Respectfully,

A handwritten signature in black ink that reads "David Povlitz". The signature is written in a cursive style with a large, looped "D" and "P".

David Povlitz, Chief  
Arlington County Fire Department

cc: Anita Friedman, Director Department of Human Services  
Deborah Warren, Deputy Director Department of Human Service  
Dr. Reed Smith, Medical Director Arlington County Fire Department

To: Virginia Opioid Abatement Authority  
From: Tabitha Kelly, LCSW, CPMT Chair, Director of Child and Family Services Division  
Date: April 24, 2023  
Re: Letter of Support

Dear Virginia Opioid Abatement Authority,

I am writing on behalf of Arlington's Community Policy and Management Team in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity.

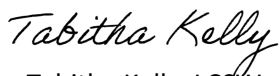
This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region ages 12 – 17 who are using opioids, many of whom have overdosed one or more times. Currently, these services are not available in Northern Virginia, and there are very limited options in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, we continue to see an alarming number of youth using opioids in Arlington County. My colleagues and I recognize that evidence-based treatment is critical for these youth to find a path to recovery and thrive – and quite frankly, survive, given the lethality of counterfeit opioid pills which are the substance of choice for many youth in Northern Virginia. We also recognize that most youth are not able to travel hundreds of miles for treatment nor is that in line with best practices which encourage the provision of treatment in the individual's local community.

With withdrawal management and residential treatment for youth currently unavailable in our locality, my colleagues and I regularly are in the challenging situation of wanting to connect youth to the services they desperately need but not having the critical tools to do so. The real-life consequences of this are significant and tragic. Children in Arlington are being placed in detention and court-ordered into residential and group home placements to address their safety.

Not only will this project fill a vital need and provide critical services to youth and families, it also will create a model for the provision of youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, driven largely by counterfeit opioid pills. Undoubtedly, other communities across the state and country will need best practice models to expand their local continuum of youth substance use treatment.

We have seen firsthand the effects of the opioid crisis on youth in our community and are strongly committed to working collaboratively to provide services to this vulnerable population. Thank you for your consideration of this application.

Sincerely,



Tabitha Kelly, LCSW  
CPMT Chair, Director of Child and Family Services Division  
703-228-1097

Cc:  
Earl Conklin, CPMT Co-Chair, Director of Juvenile and Domestic Relations Court  
Glenda Pittman, CSA Fiscal Agent, Director of Financial and Information Systems Division  
Shari Lyons, LCSW, System of Care Manager, Child and Family Services Division





THE ARLINGTON COMMUNITY SERVICES BOARD

2100 Washington Boulevard, Arlington, VA 22204

TEL 703-228-4871 FAX 703-228-4853 [www.arlingtonva.us/csb](http://www.arlingtonva.us/csb)



## Board Members

Wendy Crawford, Chair

Bob Carolla  
Steven Gallagher  
Anne M. C. Hermann  
Suzanne Joy  
Paul Kalchbrenner  
Joseph Klem  
Adele McClure  
Bertra McGann  
Dori Mitchell  
Jenette O'Keefe  
Asha Patton-Smith  
Angela Souder  
Anna Strasburger  
Cherie Takemoto  
Steve Taphorn  
Joe Albert

Executive Director  
Deborah Warren

April 25, 2023

Virginia Opioid Abatement Authority

Dear Virginia Opioid Abatement Authority,

I am writing on behalf of the Arlington County Community Services Board in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region ages 12 - 17 who are using opioids, many of whom have overdosed one or more times. Currently, these services are not available in Northern Virginia, and there are very limited options in the greater DC metro area and across the Commonwealth of Virginia.

Unfortunately, we continue to see an alarming number of youth using opioids in Arlington County. My colleagues and I recognize that evidence-based treatment is critical for these youth to find a path to recovery and thrive - and quite frankly, survive, given the lethality of counterfeit opioid pills which are the substance of choice for many youth in Northern Virginia. We also recognize that most youth are not able to travel hundreds of miles for treatment nor is that in line with best practices which encourage the provision of treatment in the individual's local community.

With withdrawal management and residential treatment for youth currently unavailable in our locality, my colleagues and I regularly are in the challenging situation of wanting to connect youth to the services they desperately need but not having the critical tools to do so. The real-life consequences of this are significant and tragic. The issue of substance use and risk of death due to overdose is very real in our community. We lost a youth to overdose earlier this school year and we continue to see a significant increase in youth overdoses throughout our community. Schools have installed Naloxone boxes in every middle and high school, and central office. Our Department of Human Services has installed them in public buildings across the locality. Thousands have been trained to use Naloxone in response to the very real concern that any of us could be in a position to save a life. Those who work with youth are living every day with the feeling of helplessness that come with the realization that so many youth need help and there are so few services available.

Not only will this project fill a vital need and provide critical services to youth and families, it also will create a model for the provision of youth

withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, driven largely by counterfeit opioid pills. Undoubtedly, other communities across the state and country will need best practice models to expand their local continuum of youth substance use treatment.

We have seen firsthand the effects of the opioid crisis on youth in our community and are strongly committed to working collaboratively to provide services to this vulnerable population. Thank you for your consideration of this application.

Sincerely,

A handwritten signature in cursive script that reads "Wendy Crawford". The ink is black and the signature is fluid and legible.

Wendy Crawford  
Arlington County Community Services Board Chair



DEPARTMENT OF HUMAN SERVICES

Child and Family Services Division

2100 Washington Boulevard, 3rd Floor Arlington, VA 22204-2010  
TEL 703.228.1550 TTY 703.228.1598 FAX 703.228.1171 [www.arlingtonva.us](http://www.arlingtonva.us)

April 27, 2023

Dear Virginia Opioid Abatement Authority,

We are writing on behalf of the Arlington Partnership for Children, Youth, and Families (APCYF) in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region ages 12 – 17 who are using opioids, many of whom have overdosed one or more times. Currently, these services are not available in Northern Virginia, and there are very limited options in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, we continue to see an alarming number of youth using opioids in Arlington County. We recognize that evidence-based treatment is critical for these youth to find a path to recovery and thrive – and quite frankly, survive, given the lethality of counterfeit opioid pills which are the substance of choice for many youth in Northern Virginia. We also recognize that most youth are not able to travel hundreds of miles for treatment nor is that in line with best practices which encourage the provision of treatment in the individual's local community.

With withdrawal management and residential treatment for youth currently unavailable in our locality, Arlington's social workers and counselors are in the challenging situation of wanting to connect youth to the services they desperately need but not having the critical tools to do so. The real-life consequences of this are significant and tragic.

Not only will this project fill a vital need and provide critical services to youth and families, it also will create a model for the provision of youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, driven largely by counterfeit opioid pills. Undoubtedly, other communities across the state and country will need best practice models to expand their local continuum of youth substance use treatment.

We have seen firsthand the effects of the opioid crisis on youth in our community and are strongly committed to working collaboratively to provide services to this vulnerable population. Thank you for your consideration of this application.

Sincerely,

A handwritten signature in blue ink that reads "Janetta Brewer".

Janetta Brewer – Co-Chair APCYF

A handwritten signature in blue ink that reads "David Carlson".



David Carlson = Co-Chair APCYF



Prince William  
Health District

# Prince William Health District

9301 Lee Avenue  
Manassas, VA 20110  
Phone: 703-792-6300  
Fax: 703-792-6338

<http://www.vdh.virginia.gov/prince-william/>  
[www.facebook.com/PrinceWilliamHD](http://www.facebook.com/PrinceWilliamHD)   
[@PrinceWilliamHD](https://twitter.com/PrinceWilliamHD) 

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April 19, 2023

Dear Virginia Opioid Abatement Authority,

I am writing on behalf of the Prince William Health District in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region who have an opioid use disorder, and many have overdosed one or more times. Currently, these services are not available in Northern Virginia and there are very limited options in the greater DC metro area or across the Commonwealth of Virginia. Unfortunately, I continue to be made aware of an alarming number of youth using opioids in the Prince William Health District community, as well as across Northern Virginia.

My colleagues and I recognize that evidence-based treatment is critical for these youth to find a path to recovery and thrive, and quite frankly, survive, given the lethality of counterfeit opioid pills which are the substance of choice for many youth in Northern Virginia. We also recognize that most youth are not able to travel hundreds of miles for treatment, nor is that in line with best practices which encourage the provision of treatment in the individual's local community, therefore, allowing family involvement as appropriate.

With withdrawal management and residential treatment for youth currently unavailable in our locality, my colleagues and I regularly are in the challenging situation of wanting to connect youth to the services they desperately need, but often are not available. The real-life consequences of this are significant and tragic. Our Juvenile Criminal Justice System as well as our community have been significantly impacted by those youth with an opioid use disorder, which in turn negatively impacts their families as well as their future.

Not only will this project fill a vital need and provide critical services to youth and families, it also will create a model for the provision of youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, driven largely by counterfeit opioid pills. Undoubtedly, other communities across the state and country will benefit from best practice models to expand their local continuum of youth substance use treatment.

We have seen firsthand the effects of the opioid crisis on youth in our community and are strongly committed to working collaboratively to provide services to this vulnerable population. Thank you for your consideration of this application.

Sincerely,

Alison Ansher, MD MPH

Alison Ansher, MD, MPH, PWHD Health Director

**PHAB** Accredited Health Department  
Public Health Accreditation Board

**VDH** VIRGINIA  
DEPARTMENT  
OF HEALTH



April 21, 2022

Virginia Opioid Abatement Authority

Dear Virginia Opioid Abatement Authority,

I am writing on behalf of the Prince William County Department of Social Services (PWC DSS) in support of the Northern Virginia Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority to expand the region's youth substance use treatment capacity.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region who are using opioids, many of whom have overdosed one or more times. Currently, these services are not available in Northern Virginia and there are very limited options in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, I continue to see an alarming number of youth using opioids in the Prince William Area. My colleagues and I recognize that evidence-based treatment is critical for these youth to find a path to recovery and thrive – and quite frankly, survive, given the lethality of counterfeit opioid pills which are the substance of choice for many youth in Northern Virginia. We also recognize that most youth are not able to travel hundreds of miles for treatment, nor is that in line with best practices which encourage the provision of treatment in the individual's local community.

With withdrawal management and residential treatment for youth currently unavailable in our locality, my colleagues and I regularly are in the challenging situation of wanting to connect youth to the services they desperately need but not having the critical tools to do so. The real-life consequences of this are significant and tragic.

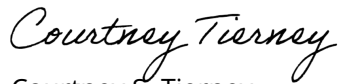
PWC DSS operates the juvenile detention center, juvenile pre-trial supervision, and a non-secure shelter for youth. In all three, we have seen youth battling withdrawal and in need of treatment. These youth should be in a residential treatment center and not part of the court system. We are not equipped to provide treatment services and it is frustrating to see, every day, a need we cannot fill.

In addition, we provide child protective and foster care services and often see families struggling with opioid use. Youth are exposed to behaviors that they replicate and are ill-equipped to manage. Having a local treatment option is vital so that we do not have to continue sending youth far from home for treatment.

Not only will this project fill a vital need and provide critical services to youth and families, it also will create a model for the provision of youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, driven largely by counterfeit opioid pills. Undoubtedly, other communities across the state and country will need best practice models to expand their local continuum of youth substance use treatment.

We have seen firsthand the effects of the opioid crisis on youth in our community and are strongly committed to working collaboratively to provide services to this vulnerable population. Thank you for your consideration of this application.

Sincerely,

A handwritten signature in black ink that reads "Courtney Tierney". The signature is written in a cursive, flowing style.

Courtney S. Tierney  
Director





## Loudoun County Fire and Rescue

---

P.O. Box 7100  
801 Sycolin Road SE, Suite 200  
Leesburg, VA 20177-7100  
Phone (703) 777-0333 Fax (703) 771-5359



April 27, 2023

Virginia Opioid Abatement Authority  
c/o Mr. Anthony E. McDowell, Executive Director  
Via Email: [tmcdowell@voaa.us](mailto:tmcdowell@voaa.us)

Dear Members of the Virginia Opioid Abatement Authority:

In Northern Virginia, agencies representing criminal justice, education, health and human services, law enforcement, and public safety have a solid record of working collaboratively to focus on positive outcomes for those we serve. In this regard, I am writing on behalf of Loudoun County Fire and Rescue to support the region's Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority for a project planned to expand the region's capacity for youth substance use treatment. The partners include the City of Alexandria and the counties of Arlington, Fairfax, Loudoun, and Prince William.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region who are using opioids, many of whom have overdosed one or more times. Currently, these services are unavailable in Northern Virginia, and there are limited options in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, our agency continues to see an alarming number of youths using opioids. My colleagues and I recognize that evidence-based treatment is critical for these youths to find a path to recovery and thrive – and, quite frankly, survive, given the lethality of counterfeit opioid pills, the substance of choice for many youths. We also recognize that expecting caregivers to transport youths hundreds of miles for treatment is unrealistic, nor is it in line with best practices that encourage treating youths in their local community.

Our agency needs the ability to quickly connect young people to the services they desperately need. The real-life consequences of not having local withdrawal management and residential treatment services are significant and tragic. On a daily basis Loudoun County Fire and Rescue responds to incidents involving youth in crisis. Our EMS responders have seen youth that have fallen prey to addiction and there is no access to immediate treatment. When a crisis occurs, it is critical to find treatment for the youth in our community and it is imperative that we find avenues to provide treatment and rehabilitation immediately.

Not only will this project fill a vital need and provide critical services to youths and their loved ones, but it will also create a model for providing youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, primarily driven by counterfeit opioid pills. Other communities across the Commonwealth and country will need best

Teamwork \* Integrity \* Professionalism \* Service

practice models to expand their local continuum of youth substance use treatment. This project can serve as a leading model in Virginia.

We have seen firsthand the effects of the opioid crisis on youths in our community and are strongly committed to working collaboratively with our CSB partners to provide services to this vulnerable population. Thank you for your consideration of their application.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith H. Johnson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Keith H. Johnson, System Chief  
Loudoun County Fire and Rescue



## Loudoun County Health Department

P.O. Box 7000  
Leesburg, VA 20177-7000



Environmental Health  
Phone: 703 / 777-0234  
Fax: 703 / 771-5023

Community Health  
Phone: 703 / 777-0236  
Fax: 703 / 771-5393

Virginia Opioid Abatement Authority  
c/o Mr. Anthony E. McDowell, Executive Director  
Via Email: [tmcdowell@voaa.us](mailto:tmcdowell@voaa.us)

April 26, 2023

Dear Members of the Virginia Opioid Abatement Authority:

In Northern Virginia, agencies representing criminal justice, education, health and human services, law enforcement, and public safety have a solid record of working collaboratively to focus on positive outcomes for those we serve. In this regard, I am writing on behalf of the Loudoun County Health Department to support the region's Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority for a project planned to expand the region's capacity for youth substance use treatment. The partners include the City of Alexandria and the counties of Arlington, Fairfax, Loudoun, and Prince William.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region who are using opioids, many of whom have overdosed one or more times. Currently, these services are unavailable in Northern Virginia, and there are limited options in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, our agency continues to see an alarming number of youths using opioids. My colleagues and I recognize that evidence-based treatment is critical for these youth to find a path to recovery and thrive – and, quite frankly, survive, given the lethality of counterfeit opioid pills, the substance of choice for many youths. We also recognize that expecting caregivers to transport youth hundreds of miles for treatment is unrealistic, nor is it in line with best practices that encourage treating youths in their local community.

Our agency needs the ability to quickly connect youth to the services they desperately need. The real-life consequences of not having local withdrawal management and residential treatment services are significant and tragic. As part of the Virginia Department of Health we remain committed to preventing injury and death from addiction; preventing and reducing infectious disease related to addiction; promoting efforts to prevent and reduce the disease of addiction; and using data and public health surveillance to inform prevention and response efforts.

Not only will this project fill a vital need and provide critical services to youths and their loved ones, but it will also create a model for providing youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021,

primarily driven by counterfeit opioid pills. Other communities across the Commonwealth and country will need best practice models to expand their local continuum of youth substance use treatment. This project can serve as a leading model in Virginia.

We have seen firsthand the effects of the opioid crisis on youths in our community and are strongly committed to working collaboratively with our CSB partners to provide services to this vulnerable population. Thank you for your consideration of their application.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Goodfriend', written in a cursive style.

David Goodfriend, MD, MPH  
Director



AMY M. FLORIANO  
Director

DALE HOLDEN, JR.  
Chief Deputy Director

600 East Main St., 20<sup>th</sup> Fl.  
PO Box 1110  
Richmond, VA 23218  
(804) 371.0700

## COMMONWEALTH OF VIRGINIA

### Department of Juvenile Justice

Ira J. Holland, Director  
18 East Market Street  
P. O. Box 6370  
Leesburg, VA 20178  
(703) 777.0303  
Fax: (703) 771.5210

Branch Office:  
45201 Research Pl., Ste. 100  
Ashburn, VA 20147  
Fax: (703) 737-8140

Branch Office:  
9 Court Street  
Warrenton, VA 20186  
(540) 422-8050  
Fax: (540) 422-8051

April 25, 2023

Virginia Opioid Abatement Authority  
c/o Mr. Anthony E. McDowell, Executive Director  
Via Email: [tmcdowell@voaa.us](mailto:tmcdowell@voaa.us)

Dear Members of the Virginia Opioid Abatement Authority:

In Northern Virginia, agencies representing criminal justice, education, health and human services, law enforcement, and public safety have a solid record of working collaboratively to focus on positive outcomes for those we serve. In this regard, I am writing on behalf of the 20<sup>th</sup> Judicial District Court Service Unit to support the region's Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority for a project planned to expand the region's capacity for youth substance use treatment. The partners include the City of Alexandria and the counties of Arlington, Fairfax, Loudoun, and Prince William.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region who are using opioids, many of whom have overdosed one or more times. Currently, these services are unavailable in Northern Virginia, and there are limited options in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, our agency continues to see an alarming number of youths using opioids. My colleagues and I recognize that evidence-based treatment is critical for these youths to find a path to recovery and thrive – and, quite frankly, survive, given the lethality of counterfeit opioid pills, the substance of choice for many youths. We also recognize that expecting caregivers to transport youths hundreds of miles for treatment is unrealistic, nor is it in line with best practices that encourage treating youths in their local community.

Our agency needs the ability to quickly connect young people to the services they desperately need. The real-life consequences of not having local withdrawal management and residential treatment services are significant and tragic. Across our region we have seen an increase in opioid related use in our caseloads and in our schools. Without withdrawal management and residential treatment services for opioid use, our probation officers are limited in their ability to provide required services to address critical treatment needs and are left with a child and family in crisis. The addition of withdrawal management and residential treatment services to our Community Service Board would bolster our tools in our community's fight against opioid use and addiction. Our office has seen numerous youth

unable to access withdrawal management and residential treatment due to insurance barriers and waitlists. This can result in dangerous domestic violence situations requiring law enforcement response. We have seen youth going through withdrawal in juvenile justice residential facilities, which are not the appropriate settings for youth needing withdrawal management and residential substance use treatment.

Not only will this project fill a vital need and provide critical services to youths and their loved ones, but it will also create a model for providing youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, primarily driven by counterfeit opioid pills. Other communities across the Commonwealth and country will need best practice models to expand their local continuum of youth substance use treatment. This project can serve as a leading model in Virginia.

We have seen firsthand the effects of the opioid crisis on youths in our community and are strongly committed to working collaboratively with our CSB partners to provide services to this vulnerable population. Thank you for your consideration of their application.

Sincerely,



Ira J. Holland  
Director, 20<sup>th</sup> Juvenile Court Service Unit

Virginia Opioid Abatement Authority  
c/o Mr. Anthony E. McDowell, Executive Director  
Via Email: [tmcdowell@voaa.us](mailto:tmcdowell@voaa.us)

April 24, 2023

Dear Members of the Virginia Opioid Abatement Authority:

In Northern Virginia, agencies representing criminal justice, education, health and human services, law enforcement, and public safety have a solid record of working collaboratively to focus on positive outcomes for those we serve. In this regard, I am writing on behalf of Loudoun County Department of Community Corrections to support the region's Community Services Boards' cooperative partnership application to the Virginia Opioid Abatement Authority for a project planned to expand the region's capacity for youth substance use treatment. The partners include the City of Alexandria and the counties of Arlington, Fairfax, Loudoun, and Prince William.

This essential project will make withdrawal management and residential treatment services available to youth in the Northern Virginia region who are using opioids, many of whom have overdosed one or more times. Currently, these services are unavailable in Northern Virginia, and there are limited options in the greater DC metro area and across the Commonwealth of Virginia. Unfortunately, our agency continues to see an alarming number of youths using opioids. My colleagues and I recognize that evidence-based treatment is critical for these youths to find a path to recovery and thrive – and, quite frankly, survive, given the lethality of counterfeit opioid pills, the substance of choice for many youths. We also recognize that expecting caregivers to transport youths hundreds of miles for treatment is unrealistic, nor is it in line with best practices that encourage treating youths in their local community.

Our agency needs the ability to quickly connect youths to the services they desperately need. The real-life consequences of not having local withdrawal management and residential treatment services are significant and tragic. While our department supervises adult offenders, effective treatment of youths may prevent some of these cases from progressing to the adult criminal justice system. Additionally, opioid addiction is difficult to treat; effective substance abuse treatment might not just promote recovery but save lives as well. Loudoun County Community Corrections views this project as essential for our community and offers our full support for this application.

Not only will this project fill a vital need and provide critical services to youths and their loved ones, but it will also create a model for providing youth withdrawal management and residential services that could be replicated by other communities in Virginia and throughout the nation. National data shows a dramatic and alarming increase in youth fatal overdoses from 2019-2021, primarily driven by counterfeit opioid pills. Other communities across the Commonwealth and country will need best practice models to expand their local continuum of youth substance use treatment. This project can serve as a leading model in Virginia.

We have seen firsthand the effects of the opioid crisis on youths in our community and are strongly committed to working collaboratively with our CSB partners to provide services to this vulnerable population. Thank you for your consideration of their application.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry R. Sullivan', with a stylized flourish at the end.

Terry R. Sullivan, Director  
Loudoun County Community Corrections