

DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT

REQUEST FOR PROPOSALS FOR RESIDENTIAL TREATMENT HOME PROVIDER

The Deschutes County Health Services Department, Behavioral Health Division (DCHS), is seeking proposals for a qualified provider to deliver Residential Treatment Home services for up to five (5) individuals (“residents”) with Severe and Persistent Mental Illness (SPMI), who are typically under the jurisdiction of the Psychiatric Security Review Board (PSRB), in a facility rented or owned, licensed, and operated by the provider.

NOTE: All proposals submitted in response to this Request for Proposal (RFP) shall become the property of Deschutes County and may be utilized in any manner and for any purpose by Deschutes County. **Be advised that proposals and all documents submitted in response to this RFP are subject to public disclosure as required by applicable state and/or federal laws.** If you intend to submit any information with your proposal which you believe is confidential, proprietary or otherwise protected from public disclosure (trade secret, etc.), you must separately bind and clearly identify all such material. The cover page of the separate binding must be **red**, and the header or footer for each page must provide as follows: “Not Subject to Public Disclosure.” Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist disclosure of properly identified portions of the proposals. Candidate shall submit one (1) proposal with original signatures in a sealed envelope that is clearly marked with the name and address of the proposing agency, titled “Proposed Deschutes County Residential Treatment Home Provider”, and addressed to:

Becky Elger,
Community Outreach and Stabilization Team (COAST) Supervisor
1128 NW Harriman Street
Bend, OR 97703

Proposals must be received no later than **4:00 p.m., on Friday, May 11, 2018** to be eligible for consideration. Submission and receipt of proposals by electronic means is not permitted. All costs associated with preparing and submitting a proposal is solely the responsibility of the proposer. This solicitation does not obligate Deschutes County to select any single proposer and Deschutes County reserves the right to cancel the procurement, reject any and all proposals, to retain all proposal materials in accordance with ORS 279B.100, and to use any material included in the proposal regardless of whether it is selected.

Questions concerning the proposal and/or the proposal process may be directed to Becky Elger via email to Rebecca.elger@deschutes.org.

Overview

The purpose of this Request for Proposal (RFP) is to execute a contract with an individual or agency who is qualified to operate a Residential Treatment Home as that term is defined in OAR 309-035-0100(56). Proponents shall meet education, certification, training and experience requirements as outlined in this RFP.

Contingent upon approval by the Deschutes County Purchasing Agent, DCHS intends to award one (1) contract to the responsible Proponent(s) whose proposal is determined to be the most responsive to the requirements of this RFP. The term of the resulting contract(s) is estimated to begin on or about July 1, 2018 and terminate June 30th 2019, with DCHS retaining sole discretion to renew for additional one (1) year terms, without a competitive bid process, subject to contractor performance and continued funding.

Candidate will be expected to furnish current insurance certificates as outlined in Attachment 1 of this RFP and provide a copy of applicable certifications with submission.

Introduction

The residents referred to the facility by Deschutes County Health Services will be part of the Severe and Persistent Mental Illness (SPMI) population, typically under the jurisdiction of the Psychiatric Security Review Board (PSRB). The purpose of the RTH should be to promote residents’ right to independence, choice and decision making while providing a safe, secure, home-like environment for individuals who have been determined (by the State of Oregon) unable to live independently without supervised intervention, training or support. It is expected that the selected candidate will be certified with the State of Oregon as an outpatient mental health provider and will submit copies of applicable certifications with this RFP. The selected candidate will be expected to offer in-home skill building, personal care and/or other such supports promoting residents’ independence. RTH services must be provided as defined in the Scope of Work section in

this RFP. The RFP is intended to solicit potential providers who own or rent and operate their own State of Oregon, Health Systems Division (OHA) approved and licensed RTH facility or facilities.

If selected, Deschutes County Health Services Department (DCHS) will refer clients to the RTH facility. The selected provider will be expected to work closely and collaboratively with DCHS Adult Behavioral Health Program staff to provide any and all information necessary to meet OHA statutory and/or regulatory requirements inclusive but not limited to client care coordination.

Successful Candidates should have a complete understanding of the Oregon State requirements of operating a licensed residential treatment home.

If selected, the County and the proposer will then negotiate terms and sign a legally-binding contract upon award. The selected proposer must be able to begin providing RTH services pursuant to the contract no later than thirty (30) days after award.

Instructions and Conditions

Proposers must follow the instructions and conditions detailed in this RFP. Proposals that do not conform may be excluded from further review.

Proposals must be signed by the Proponent or an authorized representative. Proponents shall include a copy of a Board Resolution authorizing a representative of its organization to sign the proposal and/or subsequent contract. This RFP does not commit DCHS to award a contract or to pay any associated cost. The proposal preparation cost is solely the responsibility of the Proponent.

Proposals are not to be marked as confidential or proprietary. Proposals submitted in response to an RFP are subject to public disclosure as permitted by Oregon State regulations. Additionally, all proposals shall become the property of DCHS. DCHS reserves the right to make use of any information or ideas in the proposals submitted.

REGARDLESS OF IDENTIFICATION OTHERWISE, INCLUDING MARKING SOME OR ALL OF THE PAGES AS “CONFIDENTIAL” OR “PROPRIETARY”, INFORMATION IN PROPOSALS SHALL BECOME PART OF THE PUBLIC RECORD AND SUBJECT TO DISCLOSURE WITHOUT FURTHER NOTICE TO THE PROPONENT. Proposals should not include personal identifier information in resumes or other documents such as social security numbers, dates of birth, criminal clearance documents, etc. DCHS shall not in any way be liable or responsible for the disclosure of any such records.

Any proposal may be rejected if it is conditional, incomplete, or deviates from specifications in this RFP. By submitting a proposal, the Proponent agrees to meet all the requirements set forth in the RFP. DCHS reserves the right to accept any part of the proposal and not be obligated in any way to accept those parts that do not meet with the approval of DCHS. DCHS reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other impropriety not warranting rejection of the proposal. Any waiver will not excuse a Proponent from full compliance if awarded a contract. Reasons for rejecting any proposal will be supplied to the Proponent. **DCHS, in its sole discretion, reserves the right to modify or cancel this RFP in whole or in part. If modification or cancellation is determined to be in DCHS’ best interest, all Proponents will be notified in writing of the specific reasons for such modification or cancellation.** DCHS reserves the right to seek additional proposals beyond the final submission date, if, in DCHS’ sole discretion, the proposals received do not meet with the approval of DCHS.

Proposals must be valid for a minimum of one hundred twenty (120) days from the due date of this RFP.

Tentative Schedule of Events

Request for Proposal is released.	April 20, 2018
Proposals are due.	May 11, 2018
Proposals are evaluated.	May 14 through May 18
Discussions are conducted with top ranking candidates, if needed.	May 21 through May 25
Contract for services is developed.	May 28 through June 15
Contract is signed and executed.	June 18, 2018 to June 30
Contracted services commence.	July 1, 2018

DCHS anticipates that it will announce the results of this RFP process May 25, 2018. DCHS and the selected Proponent(s) will then negotiate terms and sign a legally-binding contract by June 30, 2018. Proposals must be submitted

as described above no later than 4:00 p.m. on May 11, 2018 ("Due Date"). Proposals received after that time will be considered late and may be returned unopened.

Proposals will be opened in a manner that avoids disclosure of contents to competing proposers. Immediately following the receipt date, a list of the submitting proposers will be available by request. A register of all proposals received will be prepared and available for public inspection after a contract is awarded.

Withdrawal of Proposals

Proposals may be withdrawn by written or faxed request received from the proposer prior to the Due Date. Negligence on the part of the proposer in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. The proposal will be irrevocable until such time as DCHS specifically cancels the procurement, rejects the proposal, or awards a contract.

Proponents must follow the instructions and conditions detailed in this RFP. Proposals that do not conform may be excluded from further review.

Acceptance or Rejection of Proposals

In awarding a contract, DCHS will accept and consider the proposal or proposals which, in the estimation of DCHS, best serves the interests of Deschutes County. DCHS reserves the right to award a contract to the proposer whose proposal is most advantageous to the County based upon the evaluation process and evaluation criteria contained within this RFP. DCHS reserves the right to accept or reject any or all proposals. Any proposal which DCHS judges to be incomplete or nonconforming may be rejected. Any evidence of collusion between proposers may constitute a cause for rejection of any proposals so affected.

Selection Process

The selected proponent must be able to demonstrate meeting the requirements outlined in "Scope of Work and Required Minimum Qualifications" below.

All proposals will initially be screened by DCHS staff. All proposals submitted by the RFP due date will be subject to a standard review process. An initial review of each proposal will be conducted by DCHS staff to determine if it is complete, in the required format, and in compliance with all requirements of this RFP. Failure to meet all of these requirements may result in a rejected proposal.

Each proposal that passes the initial review will be evaluated and scored by a review panel. The process may include a panel interview with the applicant agency. The review panel will evaluate and score each proposal on the basis of a 100-point scale, using the assigned weights as specified on the Narrative (attachment 3).

In addition to the narrative responses to each section of the application, and any required attachments will be reviewed to determine compliance with the requested information and the feasibility and reasonableness of proposed program design, cost, and expected outcomes.

PROTEST OF AWARD

After DCHS approves and selects the Proponent(s), DCHS will notify each Proponent of who DCHS intends to award a contract. If no written protest is filed by 4:00 p.m. on the seventh (7) day following announcement of the decision, the award(s) will be deemed final. DCHS will not entertain protests submitted after this time-period. The written protest must specify the grounds and legal authority upon which the protest is based. If a timely protest is filed, the decision of DCHS will be considered final only upon issuance of a written notice deciding the merit of the protest. The award and any written decision regarding the protest will be sent to each proposer.

Protests should be submitted to:

Becky Elger,
Community Outreach and Stabilization Team (COAST) Supervisor
1128 NW Harriman Street
Bend, OR 97703

The protest shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. A written response will be sent to the protester within ten (10) working days after receipt of the written protest.

AWARD AND COMMENCEMENT OF WORK

Recommendation for award is contingent upon successful negotiation of the contract and resolution by DCHS of any protests. The successful Proponent(s) shall be required to sign the negotiated contract, which will be in the form and content approved by DCHS.

The final authority to award a contract(s) rests solely with DCHS. The successful Proponent(s) shall not be allowed to begin work under any negotiated contract until such time as the contract has been approved and executed by DCHS. The successful Proponent(s) must agree to all terms, insurance coverage provisions, and conditions of the contract with Deschutes County.

If only one proposal is received and it is deemed that such proposal meets requirements for funding, Deschutes County reserves the option to award such entity a contract on a sole-source basis. In the event no proposals are received, or proposals received do not meet requirements for funding under this RFP, DCHS may designate another qualified entity to operate the program on a sole-source basis.

If revisions or additional information to this RFP become necessary, DCHS will post the addenda or supplements on the Deschutes County website.

As referenced in Attachment 1 of this RFP, the selected Proponent will need to submit evidence of the following insurance requirements prior to execution of the contract:

1. Commercial General Liability "occurrence" coverage, naming ***Deschutes County, the State of Oregon, their officers, agents, employees and volunteers as an additional insured***, in the minimum amount of \$2,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$4,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
2. Professional Liability coverage in the minimum amount of \$2,000,000 combined each occurrence and \$4,000,000 aggregate, for damages caused by error, omission, or negligent acts related to professional services provided under the contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two (2) years after the contract work is completed.
3. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles. Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.
4. Workers' Compensation coverage, including a Waiver of Subrogation in full compliance with Oregon statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.

Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or contractor from further consideration in the procurement or contracting process. Failure to comply with contract requirements once a contract has been awarded will constitute a material breach of the contract and may result in the suspension or termination of the affected contract and debarment from future Deschutes County contracting opportunities for a period not to exceed three (3) years. Other penalties may also apply.

As applicable, the selected Proponent shall also submit to DCHS prior to contract award the following documents:

- Articles of Incorporation or business license;
- Applicable Certifications, Degree(s) and/or licenses;

Scope of Work and Required Minimum Qualifications:

Minimum Qualifications

Prospective RTH provider must:

1. Have the ability to obtain a copy of licensure approval by OHA as an RTH provider within forty-five (45) days of selection by DCHS. Certification must be in accordance with ORS 443.735 and OAR 309-035-0115. Providers of these services shall maintain a Certificate of Approval in accordance with OAR 309-008-0200 through OAR 309-008-1600, as such rules may be revised from time to time.

2. Provide evidence of certification by the State of Oregon as an outpatient mental health provider.
3. Be in compliance with federal mandates, including the American Disabilities Act and Civil Rights Act.
4. Be able to certify that, in performing the specified work, provider will not discriminate against any person on the basis of race, color, religious creed, political ideas, gender, age, marital status, physical or mental disability, national origin, or ancestry.
5. Be able to ensure equal access to services for residents with diverse cultural or language requirements, geographic barriers, and/or transportation needs.
6. Maintain policies and procedures that are in compliance with applicable state and federal administrative rules for operating an RTH, in accordance with OAR 309-035-0125.
7. Assure the provider has adequate staff on-duty and awake twenty-four (24) hours per day in the RTH.
8. Assure that provider, staff, substitute caregivers, volunteers and occupants of RTH excluding residents, will have documentation of an approved criminal history/background check in accordance with ORS 181.537, ORS 443.735 and OAR 407-007-0200 through 407-007-0640. DCHS will evaluate and verify information regarding criminal history/background check upon presentation by provider of identification of caregivers, volunteers and occupants other than residents.
9. Provide services in accordance with OAR 309-035-0100 through 309-035-0225.
10. Have a current driver's license in compliance with the Authority of Motor Vehicles laws and vehicle insurance as required by the State of Oregon and as outlined in Acknowledgement of Insurance Requirements, Attachment 1.
11. Submit proof of General and Professional liability insurance as outlined in Acknowledgement of Insurance Requirements, Attachment 1.

Services Requested

The contracted provider will be responsible for providing all RTH services in accordance with Oregon Administrative Rule 309-035-0100 through 309-035-0225.

Services to be provided include, but are not limited to:

1. Residential Treatment Home (OAR 309-035-0105) means a program that is licensed by the State of Oregon and operated to provide services on a 24-hour basis for up to five (5) individuals as defined in ORS 443.400(10). A RTH does not include the entities set out in ORS 443.405.
2. Admission: Provider will only accept a resident into the RTH with a referral from, or the prior written approval of, staff of DCHS. RTH will not be used as a site for foster care for children, adults from other agencies, or any type of shelter or day care.
3. In coordination with DCHS, a Residential Treatment Plan (RTP) will be completed on each resident at admission. The RTP addresses each resident's support needs and details as to specific services that will be provided by the RTH program. The RTP will be reviewed at each treatment team meeting (no less than once per month). The transition plan is a component of the RTP and is addressed at the time of admission and at each treatment team meeting. The treatment team meeting includes RTH and DCHS staff.
4. Providing transportation or coordination of transportation as needed.
5. Maintain regular contact and collaboration with DCHS's Adult Behavioral Health Program staff to discuss status reports and treatment progress. This will include regular attendance by RTH provider at treatment team meetings.
6. Coordinating closely with other community partners (such as Mosaic Medical, St. Charles Health System, Inc., Genoa, and the OHA).
7. Coordinating and facilitating transition to and from residential treatment programs as needed.
8. Comply with all reporting, billing, and documentation requirements in a timely manner.

Compensation

Funding is based upon the Intergovernmental Agreement (IGA #153121) between the State of Oregon and Deschutes County. Funding for Service Element 20 Part A, rent subsidy 2017-19 IGA for this RTH is \$19,968 per year. The Provider will bill Deschutes County Health Services for this on a monthly basis.

In addition, for individuals under the PSRB, the State of Oregon provides a monthly security payment. The State PSRB program makes determinations as to what this amount will be on an individual basis. Deschutes County bills the State of Oregon IGA SE 30, Part C for this funding on a monthly basis. Once the RTH provider has become certified by the State of Oregon as an outpatient mental health provider, the RTH provider will bill Deschutes County for these monies at 80% of the total per person allowable. These monies are not available retroactive to the time of certification.

Duration

The contract term for RTH services resulting from this RFP will be from the contract date until June 30, 2019, unless contract is terminated earlier according to the contract's terms and conditions. The contract may be renewed annually contingent upon both parties' written agreement to do so.

Proposal Format and Contents

Format

All proposals must be submitted on single-sided, 8 ½ x 11-inch paper, with one-inch margins, and typed single-spaced with a standard 12-point font. Content of the written response is limited to no more than fifteen (15) pages, exclusive of items included as attachments.

One proposal with original signatures submitted in a sealed envelope clearly marked with the name and address of the proposing party; labeled "Proposed Deschutes County Residential Treatment Home Provider"; and addressed to Becky Elger, Community Outreach and Stabilization Team (COAST) Supervisor, 1128 NW Harriman Street, Bend, OR 97703.

Proposals must address all questions included in this RFP and the following supporting documents must be attached:

Submission Package:

- Attachment 1: Acknowledgement of Insurance Requirements (Signed)
- Attachment 2: Executive Summary
- Attachment 3: Narrative

Additional Insured. The Commercial General Liability insurance and Automobile Liability insurance must include the Deschutes County, the State of Oregon, their officers, employees, volunteers and agents as Additional insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage must be primary and non-contributory with any other insurance and self-insurance. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify County in writing at least thirty (30) days in advance of any cancellation, termination, material change, potential exhaustion of aggregate limits of, non-renewal of the required insurance coverage(s) or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, completed copies of insurance policies shall be provided to County. The certificate(s) or an attached endorsement must specify: i) all entities and Individuals who are endorsed on the policy as Additional Insured; and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Tail Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Contract, for a minimum of twenty-four (24) months following the later of : (i) Contractor's completion and County 's acceptance of all Services required under this Contract or, (ii) the expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing twenty-four (24) month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then Contractor may request and OHA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

I certify that I acknowledge the above insurance information as a requirement to enter into a contract with Deschutes County. I also certify that the Agency carries the required insurance limits as stated in this Exhibit or can, if selected as a result of this RFP, obtain the required insurance and provide proof of the required insurance certificates prior to signature and execution of the contract.

Signature: _____

Date: _____

Printed Name and Title: _____

Attachment 2 – EXECUTIVE SUMMARY (if consortium, please fill one out for each business entity).

1. Proposers Legal Name

Firm Name	
Address	
Telephone	

2. Briefly summarize your program design:

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3. Chief Executive Contact

Name of Chief Executive	
Title	
Telephone	
E-mail Address	

4. Primary Application Contact

Name of Primary Contact	
Title	
Telephone	
E-mail Address	

5. Legal Status Information

Federal Employer Tax Identification or Social Security Number	
Oregon Tax I.D. Number	

An unsigned proposal will be rejected

I certify that the information provided in this proposal is true and correct to the best of my knowledge and that I have been duly authorized by applicants governing body or other authority to file this proposal. This proposal is submitted as firm and fixed offer valid for one hundred twenty (120) days of the submission date.

Signature: _____

Date: _____

Printed Name and Title: _____

Attachment 3 – NARRATIVE

Please provide a written response to each section. Your application proposal will be reviewed and scored according to the following evaluation criteria. All proposals will be reviewed for demonstrated capacity to provide the services/activities sought through this solicitation.

1. Letter of Introduction. **5 points**

Letter of introduction including a brief description of qualifications, experience and skills in providing Residential Treatment Home services as described in this RFP. Include names and resumes of all staff that may be providing services if your proposal includes services provided by staff in your employment or under your direct supervision

2. Describe why you are interested in being a Behavioral Health RTH provider. **5 points**

3. Describe the proposed residential treatment home program, including but not limited to: your plan for staffing; types of services you would provide for residents, including any daily living skills, groups, transportation, and recreational opportunities that will enhance residents' independent living skills and prepare them for transition to a more independent living situation. **25 points**

4. Describe your philosophy as an RTH provider and define your goals in terms of the environment you would try to create in the home. **10 points**

5. Describe any professional and/or personal experience and/or training you have in working with individuals who have severe and persistent mental health illness and/or substance use disorder issues or other health challenges. Include any previous experience in addition to other relevant experience. Identify any experience you have dealing with challenging behaviors. **20 points**

6. Describe the particular characteristics of any residents that you feel you would work best with as well as the type of residents you would find either too difficult or impossible to work with. In responding to this question, please consider the nondiscrimination requirements associated with this program. **5 points**

7. Describe your understanding of the Psychiatric Security Review Board and individuals served by this program. What would strengths do you offer working with individuals with a severe and persistent mental illness; what challenges might you experiences. **5 points**

8. Describe your experience working with a county behavioral health department or other similar agency. If you have such experience, explain what worked well, what challenges you faced, and what you would consider when coordinating with an agency representative. If not, explain what your expectations would be in working with Deschutes County Behavioral Health (DCBH)? **10 points**

9. Describe how you envision your role in partnering with DCBH Adult Program for case collaboration and coordination. **10 points**

10. Identify any areas of the attached residential treatment home application that may be problematic or difficult to supply. Estimate how long it would take to obtain needed licensures and/or certification from the State of Oregon Health Authority. **5 points**

Total Points 100