

**DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT**

**REQUEST FOR PROPOSALS  
FOR**

**Substance Use Disorders Treatment and Recovery Services for  
Deschutes County Family Drug Court Clients**

**July 2, 2018**

Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Behavioral Health Division ("Deschutes County") is releasing this competitive solicitation to secure one or more contractors to provide an array of Substance Use Disorders Treatment and Recovery Services (hereinafter referred to as "Services" and detailed further in Section 5, "Scope of Services"). Services shall be provided either through the a private practice or a group of providers who through an agreement or memorandum of understanding serve together as a consortium in order to serve the Deschutes County Family Drug Court (FDC) participants and their families.

**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.

One original and three (3) copies of the proposal must be submitted in a sealed envelope that is clearly marked with the name and address of the proposing agency, titled "Proposed Deschutes County Family Drug Court Treatment Provider", and addressed to:

Deschutes County Health Services  
2577 NE Courtney Drive  
Bend, OR 97701  
Attn: Grace Justice Evans, Contract Specialist

Proposals must be received no later than **4:00 pm, on Friday, August 3, 2018 ("Due Date")** 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 process may be directed to Grace Justice Evans via email to [grace.evans@deschutes.org](mailto:grace.evans@deschutes.org).

**1. INTRODUCTION**

Due to a withdrawal/termination of the contract with the current substance abuse treatment provider an emergency condition existed which required the prompt execution of an interim contract. In accordance with the Deschutes County Public Contracting Code, Chapter 2.37, "Exemption from Sealed Bids or Proposals," Paragraph A. 1, Deschutes County Health Services offered a short-term, interim contract to a provider which expires September 30, 2018. An amount of up to \$1,250 for startup supplies and materials shall be made available to the selected Proponent, contingent on receipt of funding from the Oregon Criminal Justice Commission.

The purpose of this Request for Proposal (RFP) is to execute a contract with a Substance Use Disorders Treatment and Recovery Services private practice or group of providers for the purpose of providing Services to Deschutes County Family Drug Court participants and their families. Provision of Services may include a Clinical Supervisor, Alcohol and Drug Treatment Coordinator, Certified Alcohol and Drug Counselor(s), and Certified Recovery Mentor(s). Contingent upon approval by the Deschutes County Purchasing Agent, DCHS intends to award one (1) contract to the responsible Proponent whose proposal is determined to be the most responsive to the requirements of this RFP. The term of the resulting contract is estimated to begin on or about October 1, 2018 and terminate June 30, 2019, with DCHS retaining sole discretion to renew for additional one (1) year terms (a one year term would be July 1 through June 30),

without a competitive bid process, subject to contractor performance and continued funding. Contracted entities will receive (contingent on approved budget):

- Family Drug Court referrals;
- Reimbursement for services provided to uninsured FDC participants;
- Reimbursement for trainings, travel and approved supplies;
- Reimbursement for non-billable Clinical Supervisor and Alcohol & Drug Coordinator services.

FDC Program capacity is between twenty-five (25) and thirty (30) participants. Services must be provided in accordance with all applicable rules, regulations, and policies as specified by federal, state, and county guidelines, including but not limited to, Oregon Administrative Rules (OAR) 309-019-0100 through OAR 309-019-0220.

The estimated amount of grant funds available for this contract period is approximately **\$26,000** (subject to funding and an approved budget by FDC Policy Advisory Committee). Direct services provided to Family Drug Court participants and family members covered by the Division of Medicaid Assistance, Oregon Health Plan (OHP), or other insurance providers shall be billed accordingly.

Reimbursement for Services is based upon County's approval of Contractor's submission of applicable/required documentation. Funding for Services is contingent upon the Criminal Justice Commission budget, receipt of funds from and/or obligation of funds by the Criminal Justice Commission to Deschutes County. This is a reimbursement contract and funds shall be reimbursed for actual expenses incurred at the end of each quarter.

## **2. PROGRAM OVERVIEW**

The Deschutes County Family Drug Court Program (DCFDC) is an Oregon Criminal Justice Commission (CJC) grant funded, court-supervised intensive service and support program serving parents in Deschutes County who are facing criminal charges and have had their children removed from their custody or are at risk of having their children removed as a result of substance abuse. The program is aligned with the 10-Key Components of Drug Courts and the Adult Drug Court Best Practice Standards. Contractor shall provide services in accordance with the DCFDC Policy and Procedure Manual, Oregon Specialty Court Standards, National Association of Drug Court Professionals Best Practice Standards and the 10 Key Components of Drug Courts, which are incorporated into this Contract by reference and shall be provided to Contractor, either by electronic format or paper format, prior to Contract execution.

The mission of DCFDC is to promote accountability and substance abuse recovery for parents and ensure the safety and welfare of their children. Using a team approach, the program provides close judicial supervision, intensive substance abuse treatment, and comprehensive wraparound services. The goals of the DCFDC program are to:

1. Lessen the impact methamphetamine and other illegal drug use has on community law enforcement agencies, courts and corrections.
2. Reduce community rates of addiction and substance abuse.
3. Help drug addicted parents and pregnant women to become sober and responsible caregivers.
4. Create supported environments in which children are healthy and safe from neglect and abuse.
5. Promote positive, pro-social behavior.

The target population for DCFDC Program is Deschutes County residents, eighteen (18) years of age or older, who:

1. Have an active criminal case. Priority is given to referrals with both an active criminal and dependency case. Individuals charged or convicted of violent and/or sexual offenses are not eligible (*violent offenders are defined by U.S.C. 42 § 3797u-2*);
2. Have one or more children whom they are actively parenting or are working toward actively parenting;
3. Are willing to voluntarily participate in the DCFDC;
4. Are substance dependent; and,
5. Are assessed as high risk/high need as determined by approved validated risk assessment tools.

The DCFDC Program includes but is not limited to the following treatment and ancillary services:

- Frequent random drug testing;
- Intensive substance use disorder treatments and recovery services;
- Regular probation reporting and monitoring;
- Parent education and coaching;
- Community-based alcohol and drug support groups;
- Mental health services;

- Continuing education and vocational rehabilitation;
- Self-sufficiency education and planning;
- Health and wellness education and referral services.

Deschutes County is the grant, contract and fiscal intermediary for the DCFDC Program. Deschutes County shall contract with appropriate treatment agencies to provide services to FDC participants. Contracted treatment providers shall provide all appropriate treatment services as defined in their contract agreement and in a manner consistent with FDC policies and procedures. The contract or services shall be reviewed each year and renewed as appropriate.

Ideally, the Proponent selected will provide most, if not all, the Services outlined in section 5, "Scope of Work", of this RFP either through their practice or by a consortium (consortium is an agreement, combination, or group formed to undertake a common enterprise beyond the resources of any one member).

## **POLICY COMMITTEE**

The DCFDC Policy Committee is responsible for general program guidance and oversight and establishing the written continuity plan. The Policy Committee meets not less than bi-annually and advises the Circuit Court on program changes/improvement, securing resources for program enhancement, approving the program budget and as liaison with Deschutes Family Recovery. The Deschutes County Trial Court Administrator serves as chair of Policy Committee. The DCFDC Policy Committee shall include administrative representation from the following agencies:

- Deschutes County Circuit Court
- Deschutes County Health Services
- Department of Human Services – Child Welfare
- Mental Health Treatment Provider
- Substance Use Disorder Treatment Provider
- Deschutes County Sheriff's Office
- Deschutes County District Attorney's Office
- Deschutes County Parole and Probation
- Parenting Services Provider
- CASA of Central Oregon
- Deschutes Family Recovery
- DCFDC Graduate (Active Alumni)

## **TREATMENT TEAM**

The DCFDC Treatment Team is charged with implementing program policies and procedures, collaboratively carrying out the day-to-day operations of the DCFDC Program, and ensuring timely delivery of services to all participants. The DCFDC Treatment Team is comprised of the following:

- Family Drug Court Judge, Deschutes Circuit Court
- DCFDC Coordinator, Deschutes Circuit Court
- Alcohol and Drug Treatment Coordinator
- Prosecutor, Deschutes County District Attorney's Office
- Defense Counsel, Bend Attorney Group and Crabtree & Rahmsdorf Defense Services
- Caseworker, Department of Human Services - Child Welfare
- Court Appointed Special Advocate (CASA)
- Probation Officer, Deschutes County Adult Parole & Probation
- Mental Health Treatment Coordinator
- Life Skills Coach
- Parenting Skills Coach
- Law Enforcement Officer, Deschutes County Sheriff's Office

The Alcohol and Drug Treatment Coordinator may also act as the Mental Health Treatment Coordinator. Each Treatment Team member shall conduct themselves with integrity and in such a way that promotes the best interest of the DCFDC Program. Treatment Team members shall adhere to the codes of conduct and ethical requirements of their respective fields and areas of expertise and shall actively participate in the team process and support decisions once they are made, remain current on best and evidence based practices relating to their respective profession and the drug court field, and conduct his/her work accordingly.

Treatment Team members shall attend weekly staffing meetings to review the progress of each participant and family and attend weekly drug court proceedings. Each participating agency shall submit quarterly reports and documentation in accordance with their contract with Deschutes County Health Services. Individual roles and responsibilities are subject to change based on contract amendments, changes to DCFDC policies and procedures, and/or recommendations from the Policy Committee, and/or governing entities.

**CASE TRACKING/DATA COLLECTION**

Members of the DCFDC Treatment Team shall enter and maintain current and accurate information in the information management system used by the FDC. Data shall be entered within forty-eight (48) hours from the date/time of service delivery.

**PARTICIPANT DEMOGRAPHICS**

(As of May2018)

**Gender**

Male	17
Female	6

**Age**

18 years - 25 years	3
26 years - 30 years	4
31 years - 35 years	9

**Drug of Choice\*\***

Methamphetamine**	14
Heroin	7
Alcohol	1
Prescription Opiates	1

**Case Type**

Active Criminal	14
Active Criminal and Active Dependency	3
Active Criminal and Closed Dependence	14

Notes:

N = 23, current waitlist of 10 participants.

\* 87 % of active participants report polysubstance users upon admission

\*\* 57% of participants who identify Methamphetamine as their drug of choice, reported regular Heroin used at admission.

**3. DEFINITIONS**

1. HIPAA means the federal Health Insurance Portability and Accountability Act of 1996 and the regulations published in Title 45, pars 160 and 164, of the code of Federal regulations (CFR).
2. Outpatient Substance Use Disorders Treatment Program means a program that provides assessment, treatment, and rehabilitation on a regularly scheduled basis or in response to crisis for individuals with alcohol or other drug use disorders and their family members, or significant others.
3. Participant means any person accepted into the FDC Program and considered for or receiving services and support
4. Qualified Mental Health Associate, as defined by Oregon Administrative Rule 309-019-0125, has a Bachelor’s degree in a behavioral sciences field or a combination of at least three (3) year’s work, education, training or experience in a behavioral sciences field AND demonstrates the ability to communicate effectively, understand mental health assessment, treatment and service terminology and to apply the concepts; implement skills development strategies; and identify, implement and coordinate the services and supports identified in a Service Plan.
5. Qualified Mental Health Professional (QMHP) means a Licensed Medical Practitioner or any other person meeting the minimum qualifications as authorized by the Local Mental Health Authority, or designee, and specified in 309-019-0125(8).
6. Service Note means the written record of services and supports provided, including documentation of progress toward intended outcomes, consistent with timelines stated in the Service Plan.

7. Service Plan The Service Plan shall be a written, individualized plan to improve the individual's condition to the point where the individual's continued participation in the program is no longer necessary (see OAR 309-018-0145).
8. Substance Use Disorders means disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
9. Substance Use Disorders Treatment and Recovery Services means outpatient, intensive outpatient, and residential services and supports for individuals with substance use and co-occurring disorders.
10. Substance Use Disorders Treatment Staff means a person certified or licensed by a health or allied provider agency to provide substance use disorders treatment services that include assessment, development of a Service Plan, and individual, group and family counseling.
11. Adult Drug Court Best Practice Standards are outlined by the National Association of Drug Court Professionals (NADCP) and can be accessed online at: <http://www.nadcp.org/Standards>.

#### **4. PERIOD OF SERVICE**

A contract is expected to be awarded for the period **October 1, 2018 and terminate June 30, 2019**. The contract may be renewed for additional years. Should a new contract be awarded for subsequent years, the County reserves the right to award a new contract with the selected contractor for this service without the need for further competitive procurement, subject to approval by Deschutes County Purchasing Agent and the availability of sufficient funds and satisfactory performance by the contractor.

#### **5. SCOPE OF SERVICES**

The selected contractor will provide most, if not all, the Services outlined below either through their practice or by a consortium. All Services are to be aligned with Adult Drug Court Best Practice Standards. Proponent(s) shall be licensed and/or certified in accordance with the Services provided, have experience working with a criminal justice population, receive ongoing education and supervision, and have been or will be trained in the specific evidence-based practice models to be delivered. Administrative/Indirect services include:

1. **Clinical Supervisor.**  
Designated individual, subject to written acceptance by the Policy Committee, to serve as Clinical Supervisor. The Clinical Supervisor shall be licensed by the State of Oregon as a Certified Alcohol and Drug Counselor II (CADC II) or higher, have a master's degree in social work, addiction counseling or a closely related field and at least three (3) years' experience providing substance use disorder treatment and recovery services. The Clinical Supervisor shall provide clinical supervision, in accordance with OAR 309-019-0125, of all employees, subcontractors, volunteers and/or interns (collectively referred to as "employee") who provide substance use disorder treatment and recovery services to DCFDC clients. Clinical Supervisor shall provide a written quarterly report to the Policy Committee documenting the supervision of each employee who provides substance use disorder treatment and recovery services to DCFDC participants. If additional staff is needed for clinical supervision, such staff will meet the above-mentioned criteria.
2. **Alcohol and Drug Treatment Coordinator (A&D Coordinator).**  
Contractor shall designate an individual, subject to written acceptance by the Policy Committee, to serve as Alcohol and Drug Treatment Coordinator (A&D Coordinator). The A&D Coordinator shall be licensed by the State of Oregon as a CADC I or higher, have an associate's degree and at least three (3) years' experience providing substance use disorder treatment and recovery services. The Clinical Supervisor may also serve as A&D Coordinator.

The A&D Coordinator is a member of the DCFDC Treatment Team and shall:

- A. Provide case management for substance use disorder treatment and recovery services for DCFDC participants and collaborate with the DCFDC Treatment Team for the coordination of services and supports provided to DCFDC participants and his/her child(ren), and other family members.
- B. Participate in weekly DCFDC Case Management meetings ensuring (1) participants are linked to relevant and effective services and supports; (2) all service efforts are monitored, connected, and in synchrony; and (3) pertinent information gathered during assessment and monitoring is provided to Treatment Team members in a timely manner.

- C. Participate in weekly pre-court staffings and court hearings to ensure timely information about participants' progress in treatment is communicated to the Treatment Team and treatment-related issues are taken into consideration when decisions are reached in staff meetings and status hearings.
- D. Participate in family meetings convened in response to issues or concerns that arise throughout a participant's course of treatment.
- E. Participate in Treatment Team work sessions, as scheduled.
- F. Maintain real-time communication with DCFDC Coordinator and other Treatment Team members regarding participant's engagement and prognosis in substance use disorder treatment and recovery services, and compliance with program rules and expectations.
- G. Provide weekly updates to DCFDC Coordinator regarding participant's treatment schedule, including individual and group treatment services/appointments. Weekly updates shall be provided via email no later than 5:00 p.m. each Friday.

3. Certified Alcohol and Drug Counselors (Counselors).

Each counselor providing services to DCFDC clients shall be licensed by the Addiction Counselor Board of Oregon as a CADC I or higher, have a minimum of an associate's degree and at least three (3) years' experience providing substance use disorder treatment and recovery services or b) have a master's degree in social work, addiction or a closely related field and be registered with the Addiction Counselor Board of Oregon (ACCBO), at a minimum, as a CADC Candidate.

4. Certified Recovery Mentors (Recovery Mentors).

Contractor shall assign a Recovery Mentor to each DCFDC participant within sixty (60) days of the signed date of this contract. Recovery Mentors must be certified by the Addiction Counselor Certification Board of Oregon. A Recovery Mentor may be assigned to one (1) or more DCFDC participant as schedule and caseload allows. The services provided by a Recovery Mentor shall align with participant's current substance use disorder and recovery needs and shall include, but not be limited to, the following Services:

- Telephone and in-person home contact which shall initially respectively occur daily and weekly and continue at intervals appropriate to the participants needs.
- Motivational counseling.
- Assistance in accessing sober living housing.
- Modeling skills learned in treatment.
- Transportation services to treatment and recovery related activities and appointments.
- Guidance and support in engaging in community-based support programs (i.e. Alcoholics/Narcotics Anonymous, Celebrate Recovery, Smart Recovery).

5. Direct Services to Participants.

Services shall comply with the Oregon Specialty Court Standards, Adult Drug Court Best Practice Standards as defined by the National Association of Drug Court Professionals, and Oregon Administrative Rules Chapter 309, Division 19.

All providers administering screening and risk assessment tools and/or providing substance use disorder treatment and recovery services shall receive formal training on approved screening and assessment instruments and treatment modalities according to developer's guidelines prior to administering the tools or delivering services and interventions. Written documentation shall be provided of the training procedures and screening and risk assessment tools used to monitor fidelity to the tools, instruments and treatment modalities utilized to the DCFDC Coordinator. Quarterly written reports shall be provided to the DCFDC Coordinator regarding the activities undertaken during the preceding ninety (90) days to monitor and ensure fidelity to the tools, instruments and treatment modalities utilized.

A. Program Eligibility Screening.

Conduct the initial program eligibility screening for referred potential DCFDC participants. Screening shall be completed and results provided to DCFDC Coordinator in writing within three (3) business days of receipt of referral. The use listed screening tools (below) shall not be modified nor should any other screening instrument be administered without prior written acceptance and approval by the Policy Committee. Screening tools:

- i. The Level of Service Case Management Inventory (LS/CMI) shall be used as a comprehensive measure of offender risk, needs, and responsivity (RNR) factors.
- ii. The Texas Christian University Drug Screen V shall be used to screen for drug dependence.

- iii. The Brief Mental Health Screening Form shall be used to determine whether a referral for mental health services is needed.

B. Post-Admission Assessment.

Conduct a post-admission assessment for DCFDC participants using the American Society of Addiction Medicine (ASAM) criteria. The post-admission assessment shall be completed and results provided to the DCFDC Coordinator in writing within five (5) business days from the date of participant admission to the program. Contractor shall apply the ASAM Criteria to create a holistic, biopsychosocial assessment of the participant to be used for service planning and assigning the appropriate level care.

The use of the ASAM Criteria shall not be modified nor any other assessment tool be administered without prior written acceptance and approval by the Policy Committee.

C. Service Plan.

Prepare and maintain a comprehensive written service plan for each DCFDC participant. The service plan shall be completed and a copy provided to the DCFDC Coordinator within ten (10) business days of participant admission to the program. The service plan shall be updated every ninety (90) calendar days thereafter, or more frequently as needed for the purpose of reviewing goals, assessing outcomes, and making therapeutic adjustments. The service plan shall address the services and supports provided to, or coordinated for, an individual and their family, as applicable, and shall be reflective of the assessment and the intended outcomes of services provided. The service plan shall be prepared in a form accepted and approved by the Policy Committee.

D. A Continuum of Care.

Provide the assessed level of care as determined by the ASAM criteria. If the appropriate level of care is not available within the scope of practice, the DCFDC Coordinator shall be notified and the participant referred to another provider who offers the appropriate level of care. No individual or entity, unless they are a DCFDC contracted provider, shall request payment from DCFDC grant funds for services provided without prior written approval from County.

E. Individual and Group Substance Use Disorder Treatment and Recovery Services.

Utilize the following treatment programs for Individual and Group Substance Use Disorder Treatment and Recovery Services with DCFDC Participants:

Utilize an evidence based treatment program(s) for Individual and Group Substance Use Disorder Treatment and Recovery Services with DCFDC Participants that is aligned with the 10 Key Components of Drug Courts and the Adjust Drug Court Best Practices Standards.

Group counseling sessions shall consist of a maximum of twelve (12) participants and shall be separated by gender. Gender-specific treatment modalities shall be provided when appropriate. DCFDC participants may only attend groups which include non-DCFDC clients where the non-DCFDC clients have been assessed at a similar high risk/high needs level.

The use of the above listed treatment modalities shall not be modified or use any other treatment modality without prior written acceptance and approval by the Policy Committee.

F. Frequent, Random Drug Testing.

Drug Testing shall occur seven (7) days a week, including weekends and Holidays. DCFDC participants are to be tested no less than two (2) times each week and the odds of being tested shall be two (2) in seven (7) or (28%) every day of the week. Testing results, including results of confirmation testing, shall be communicated to the court within forty-eight (48) hours. Procedures shall be established to ensure the validity of a urinalysis testing process and results, and include direct observation of collection and documented chain of custody. A third party web-based system shall be utilized to ensure random, automated drug test scheduling and call tracking.

G. Medication and Co-Occurring Disorders.

Manage, or have formal partnerships with other providers with the ability to assess medical necessity for, prescribe, and monitor medication assisted treatment for addiction (i.e. Naltrexone, Methadone, Suboxone). Frequent collaboration with medication assisted treatment providers shall occur to effectively monitor treatment progress and prognosis.

H. Ancillary Support Services.

Coordinate access and/or provide ancillary support services to DCFDC participants, including, but not be limited to:

- i. Interventions that promote a holistic approach to participants' general health and well-being: (i.e. smoking cessation, sexual and reproductive health, yoga, acupuncture, nutrition counseling).
  - ii. Transportation for up to three (3) active participants from the La Pine or Sisters area who require transportation from an agreed upon location to a services facility in order to participate in services.
  - iii. Housing – Assistance in accessing safe, stable and drug-free housing.
6. Performance Measures and Outcomes.  
Have established policies and procedures for monitoring and evaluating program adherence to evidence-based practices and program effectiveness. A copy of established policies and procedures shall be provided to and approved by the Policy Committee within thirty (30) days from the commencement of services. When applicable, instruments designed specifically for treatment modalities and/or interventions shall be used. Provide a copy of fidelity measures, evaluations, program audits and data reports in accordance with established policies and procedures within thirty (30) days of completion. Provide the Policy Committee with any external audits or program evaluations conducted for services provided to DCFDC participants within thirty (30) days of receipt. Participate in monitoring and evaluation processes of the DCFDC as established by the DCFDC Policy Committee. Quarterly reports, including timecards and other documentation to support funds requested (i.e. mileage reimbursement forms, purchase orders), and DCFDC Request for Reimbursement Report shall be submitted no later than 5:00 p.m. on the 5<sup>th</sup> day of the month following the end of the preceding quarter (October, January, April, July).
7. Compensation and payment method.
- A. Services shall be billed to DCFDC participant's Oregon Health Plan (OHP) or other private insurance, as applicable.
    - i. Submit reimbursement requests from DCFDC grant funds for services that would have been covered under OHP (or other insurance) if the DCFDC participant was covered by that insurance plan. Services shall be invoiced at current Medicaid Reimbursement Rates for substance use disorder and recovery services or through established funding sources (i.e. Measure 57, RESTART, and indigent funds). This fee schedule may be found at the following website: <http://www.oregon.gov/oha/healthplan/pages/feeschedule.aspx>.
    - ii. If an individual receiving services enrolls in OHP during the term of the individual's treatment, OHP must be invoiced instead of DCFDC grant funds. No payment may be received for an individual's treatment services from both OHP and DCFDC grant funds. Contracted provider shall be responsible for verifying individual's OHP status and requesting CCO authorization and reimbursement in a timely manner. The DCFDC Program must be immediately notified when participants are eligible for OHP but have not yet applied or whose coverage has lapsed to ensure this is immediately addressed.
  - B. Invoices may be submitted for the DCFDC grant up to a maximum of ten (10) hours per week for services provided by the Clinical Supervisor and/or A&D Coordinator at a rate not to exceed **\$69.84** per hour. Clinical Supervisor and/or A&D Coordinator Services are defined as services not billable to OHP or other insurance and are administrative in nature. Examples of services include but may not be limited to: attending meetings, participating in pre-court staffings and/or court hearings, providing updates through e-mail or other forms of communication. Time must be tracked and evidence of such time spent toward services shall be provided through copies of calendar dates, timesheets, or other forms acceptable to Deschutes County. Documentation shall be submitted along with the reimbursement request.

## **7. INSTRUCTIONS AND CONDITIONS**

Proposals must be signed by 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. Proposals drafted by a consortium shall include a Memorandum of Understanding (MOU) signed by individuals of each entity choosing to participate. Proposals without an original authorized signature will be rejected.

This RFP does not commit Deschutes County 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 Deschutes County. Deschutes County 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. Deschutes County 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, unless specific exceptions are noted in Attachment 3 (Executive Summary). Deschutes County 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 Deschutes County. Deschutes County 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. **Deschutes County, 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 Deschutes County or DCFDC Program's best interest, all Proponents will be notified in writing of the specific reasons for such modification or cancellation.**

Deschutes County reserves the right to seek additional proposals beyond the final submission date, if, in Deschutes County's sole discretion, the proposals received do not meet with the approval of Deschutes County and DCFDC Program.

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

## **8. TENTATIVE SCHEDULE OF EVENTS**

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

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| • Request for Proposals is released.  | July 2, 2018   |
| • Proposals are due.  | August 3, 2018   |
| • Proposals are evaluated.  | August 6 through August 10   |
| • Interviews are conducted with top ranking candidates, if needed.  | August 13 through August 17  |
| • Recommendation of selected candidate is forwarded to the Deschutes County Board of County Commissioners. Board considers selection and award. | The week of August 20 2018 (contingent on Board of County Commissioners meeting calendar dates). |
| • Notice of Intent to Award is issued.  | August 27, 2018  |
| • Protest period is open  | August 27 through September 3, 2018  |
| • Contract for services is developed and signed.  | September 4 through September 21, 2018   |
| • Contracted services commence.   | October 1, 2018  |

Deschutes County anticipates that it will announce the results of this RFP process August 27, 2018. Deschutes County and the selected Proponent will then negotiate terms and sign a legally-binding contract by October 1, 2018. Proposals must be submitted as described above no later than 4:00 pm, August 3, 2018 ("Due Date"). Proposals received after that time will be considered late and will 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.

## **9. WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn by written or faxed request received from the Proponent prior to the Due Date. Negligence on the part of the Proponent 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 Deschutes County specifically cancels the procurement, rejects the proposal, or awards a contract.

## **10. ACCEPTANCE OR REJECTION PROPOSALS**

In awarding a contract, Deschutes County will accept and consider the proposal or proposals which, in the estimation of Deschutes County, will best serve the interests of Deschutes County and DCFDC Program. Deschutes County reserves the right to award a contract to the Proponent whose proposal is most advantageous

to Deschutes County based upon the evaluation process and evaluation criteria contained within this RFP. Deschutes County reserves the right to accept or reject any or all proposals. Any proposal which Deschutes County 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.

**11. SELECTION PROCESS**

All proposals will initially be screened by a selection of staff (“review panel”) determined by the DCFDC Team. 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 the review panel 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 the 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 listed below.

<b>Evaluation Criteria</b>	<b>Point Value</b>
Administrative Capability	15
Project Description/Scope of Services	35
Performance Measures and Program Evaluations (Outcomes)	15
Qualifications of Staff and Staffing Plan	25
Fiscal Responsibility and Budget	10
<b>Total</b>	<b>100 Points</b>

Narrative responses to each section of the application, any required attachments and the completed budget forms will be reviewed to determine compliance with the requested information and the feasibility and reasonableness of proposed program design, cost, and expected outcomes. Each evaluation criterion is described in full in Section 14, “Submission Package”.

**12. PROTEST OF AWARD**

After Deschutes County Purchasing Agent approves and selects the Proponent, Deschutes County will provide notice of its intent to award the contract. If no written protest is filed by 5:00 pm on the seventh (7) day following announcement of the decision, the award will be deemed final. Deschutes County will not entertain protests submitted after this time period. The written protest must specify the grounds upon which the protest is based. If a timely protest is filed, the decision of Deschutes County 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:

Grace Justice Evans, Contract Specialist  
[Grace.evans@deschutes.org](mailto:Grace.evans@deschutes.org)

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. Prior to the award of a contract, if any Proponent files protest against the awarding of the contract, the contract may not be awarded until either the protest has been withdrawn or Deschutes County Board of Commissioners has decided the matter.

**13. AWARD AND COMMENCEMENT OF WORK**

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

The final authority to award a contract rests solely with the Deschutes County Purchasing Agent. The successful Proponent shall not be allowed to begin work under any negotiated contract until such time as the contract has been approved and executed by Deschutes County Health Services. The successful Proponent 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 or designate another qualified entity to operate

the program on a sole-source basis. If revisions or additional information to this RFP become necessary, Deschutes County will post the addenda or supplements on the Deschutes County website.

As referenced in Attachment 2 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 Deschutes County prior to contract award the following documents:

- Articles of Incorporation or business license;
- Grievance procedures for participants;
- Handicapped Access Survey.
- Verification of credentials, including education qualifications and professional licenses/certifications, as applicable.

#### **14. SUBMISSION PACKAGE**

Applications submitted in response to this RFP must include the items and be in the order as listed below. All of the items combined comprise your completed Application pursuant to this RFP.

1. Copy of signed Proposal Response Form (form should be e-mailed to Grace Justice Evans prior to Due Date upon Proponents consideration of participating in this RFP) - **Attachment 1**
2. Signed Acknowledgement of Insurance Requirements – **Attachment 2**
3. Executive Summary: Please complete as directed. **Attachment 3**
4. Narrative Section: Prepare a written response to the narrative section that fully addresses each of the evaluation criteria listed. The narrative must be typed in 12 point font, one inch margins, 8½" x 11", paginated, on white paper. Narrative section is limited to twelve (12) pages, one-sided. **Attachment 4**
5. Proponent and/or consortium's fee schedule.
6. Proponent's and/or consortium's proposed budget using the following line items: Clinical Supervisor and A&D Coordinator Services (administrative), Direct Services to Uninsured Participants, Supplies and Materials, Ancillary Support Services, Drug Testing.
7. Consortium's MOU, (if applicable).

It is the responsibility of the Proponent to ensure the proposal is submitted by the time and date and to the location as specified. Postmarks will not be accepted in lieu of this requirement. Therefore, use of the U.S. Mail is at the bidder's own risk. Proposals submitted to any other office will not be accepted.

To be considered for this RFP, all proposals submitted must be received no later than 4:00 pm on August 3, 2018 ("Due Date") with one complete application package with original signature and three (3) copies, either delivered in person or mailed.

DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT

REQUEST FOR PROPOSALS  
FOR  
FAMILY DRUG COURT TREATMENT SERVICES

**Proposal Response Form**

Submit by e-mail to: [grace.evans@deschutes.org](mailto:grace.evans@deschutes.org)

A signature on this form acknowledges that the proposed provider is hereby submitting a proposal in response to Deschutes County's Request for Proposal for a Family Drug Court Treatment Provider. Submitting this form ensures the proponent will be included in any communications regarding addendums to the RFP or questions being responded to prior to RFP Due Date.

Authorized Signature: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

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

**Attachment 2 - ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of the contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Workers Compensation insurance in compliance with ORS 656.017, requiring contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. . In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit

Annual Aggregate limit

\$1,000,000

\$2,000,000

X \$2,000,000

X \$4,000,000

\$3,000,000

\$5,000,000

Professional Liability insurance covers 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 years after the contract work is completed.

X Required by County

Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

Per Single Claimant and Incident

All Claimants Arising from Single Incident

\$1,000,000

\$2,000,000

X \$2,000,000

X \$4,000,000

\$3,000,000

\$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name *Deschutes County, the State of Oregon, their officers, agents, employees and volunteers as an additional insured*. 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. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. 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.

X Required by County

Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

\$500,000

\$1,000,000

\$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County       Not required by County      (one box must be checked)

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 the 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 the County in writing at least thirty (30) days in advance of any cancellation, termination, material change, 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.

**I certify that I acknowledge the above insurance information as a requirement to enter into a contract with Deschutes County. I also certify that I carry 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 3 – EXECUTIVE SUMMARY** (if consortium, please fill one out for each business entity).

1. Bidders 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 4 – 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. Administrative Capability (15 Points)**

Demonstration of the agency's experience, knowledge and ability to administer a comprehensive Substance Abuse Treatment and Support Services program for the Deschutes County Family Drug Court. The proposal should demonstrate the agency's understanding of the population served and knowledge of the Drug Court Model including an understanding of the 10 Key Components and the Adult Drug Court Best Practice Standards ([www.nadcp.org](http://www.nadcp.org)); as well as the agency's understanding of the complex and dynamic issues facing families with or at risk of having open dependency cases with DHS-Child Welfare ([www.cffutures.org](http://www.cffutures.org)).

### **2. Project Description/Scope of Services (35 Points)**

Demonstrate a clear plan for development and implementation of a sustainable Substance Abuse Treatment and Support Services program that meet the needs of participants and families served by the Family Drug Court program. The proposal should demonstrate the agency's ability to meet the requirements listed in Section 5. "Scope of Services"), and clearly explain how the agency will carry out these requirements. The proposal should specifically identify the evidence based treatment program(s) proposed and how the Contractor would evaluate fidelity to the treatment model and how the treatment program(s) delivery would be structured to support the required group sizes for each gender. If agency will be partnering with other service providers to ensure availability of full continuum of Substance Abuse Treatment Services, the proposal should include signed Memorandums of Understanding (MOU) with partner agencies.

### **3. Performance Measures and Program Evaluations (Outcomes) (15 Points)**

Identification of key performance measures. Demonstrate ability to track and report on established performance measures as well as ability to address performance deficits in a timely manner. Plan for on-going program evaluation and quality improvement.

### **4. Qualifications of Staff and Staffing Plan (25 Points)**

Background and experience of project staff and or sub-contractors in working with Family Drug Court participants and their families. Bilingual (i.e. Spanish/English) and culturally competent staff should be identified. Demonstration of plans for recruitment, training and oversight in order to deliver services and supports to FDC participants and their families.

### **5. Fiscal Responsibility and Budget (15 Points)**

Demonstration of ability to maintain accountability for contract funds; cost effectiveness of the project, planning for fiscal stability during times of shifting capacity demand. Provide a proposed budget reflecting funding categories.

**Total Points 100**