

**DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT**

**REQUEST FOR PROPOSALS  
FOR**

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

**April 2, 2015**

Deschutes County, a political subdivision of the State of Oregon, acting by and through the Deschutes County Health Services Department, Behavioral Health Division (DCHS) 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 of this RFP) either through their practice as a group entity 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.

FDC Program capacity is estimated to be twenty-five (25) participants with a maximum of 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 .

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:

Nancy Mooney  
Contract Specialist  
2577 NE Courtney Drive  
Bend, OR 97701

Proposals must be received no later than 5:00 p.m., on Friday, May 8, 2015 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 Nancy Mooney via email to [nancy.mooney@deschutes.org](mailto:nancy.mooney@deschutes.org) or Helen Feroli via email to [helen.feroli@ojd.state.or.us](mailto:helen.feroli@ojd.state.or.us).

**1. INTRODUCTION**

The purpose of this Request for Proposal (RFP) is to execute a contract or contracts with one or more Substance Use Disorders Treatment and Recovery Services treatment provider(s) or program(s) for the purpose of providing Services to Deschutes County Family Drug Court participants and their families. Provision of Services may include a Treatment Coordinator, Administrative Liaison, Licensed Substance Use Disorders Treatment Provider, Licensed Mental Health Provider and/or a Licensed Medication Management Provider.

Contingent upon approval by the Deschutes County Board of Commissioners, DCHS intends to award one (1) or more contracts 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, 2015 and terminate June 30, 2017, 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. 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 administrative costs, which may include but not be limited to non-billable case management services.

The estimated amount of grant funds available is approximately \$80,000 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.

Funding 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 DCHS.

## **2. PROGRAM OVERVIEW**

The Deschutes County Family Drug Court (FDC) is a court-supervised intensive service and support program serving parents in Deschutes County who 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.

The FDC is coordinated and closely monitored by the court under the direction of the FDC Judge. The agencies involved in the program include Deschutes County Health Services, Oregon Judicial Department - Deschutes County Circuit Court, Deschutes County Department of Human Services – Child Welfare, Deschutes County Sheriff's Office, Deschutes County Parole and Probation, Defense Counsel, Deschutes County District Attorney's (DA's) Office, Healthy Families of the High Desert, Deschutes Family Recovery, Court Appointed Special Advocates (CASA), and other social service agencies. Representatives from these agencies are organized as a multidisciplinary team coordinated by the FDC Coordinator. Together, the team develops and supervises service and support plans for FDC participants and their families.

The FDC is in session every Monday afternoon. Prior to court, the FDC Treatment Team ("Team") meets to review the treatment progress & program compliance of each participant, make recommendations regarding treatment and ancillary services. The FDC includes but is not limited to the following services and expectations:

- Frequent random drug testing;
- Intensive Substance Use Disorders Treatment and Recovery Services;
- Regular probation reporting;
- Parent education and coaching;
- Community-based alcohol and drug support groups;
- Mental health services;
- Continuing education & vocational rehabilitation;
- Self sufficiency education and planning;
- Health and wellness education and referral services.

### **FDC GOALS:**

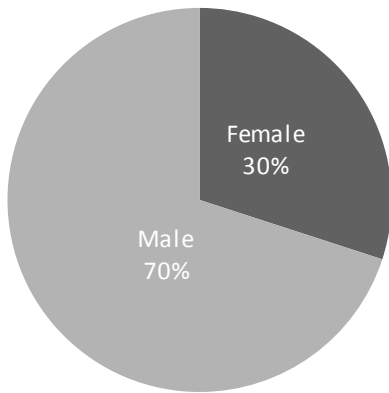
1. Lessen impact of methamphetamine and other illegal drug use on community law enforcement agencies, courts and corrections.
2. Reduce community rates of addiction and substance abuse.
3. Help drug addicted parents and pregnant women to become sober and responsible caregivers.
4. Create safe environments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

### **PARTICIPANT ELIGIBILITY CRITERIA:**

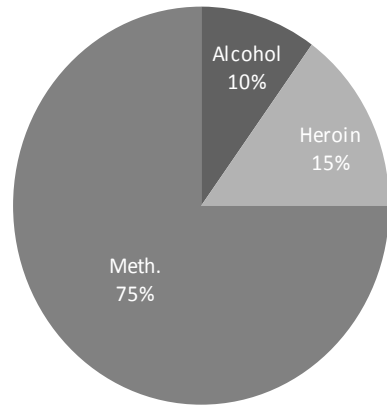
1. The participant must have an active criminal case. Priority consideration is given to participants with both an active criminal case and an open dependency case with Department of Human Services-Child Welfare.
2. The participant must have a child(ren) whom they are actively parenting or currently takes steps to actively parent as evidenced by their engagement with DHS-Child Welfare or by a petition for custody or parenting time with the court.. The child(ren) can be in the custody of the participant, Oregon Department of Human Services (DHS) or placed with other relatives at the time of FDC entry.
3. The participant must have an active substance abuse problem as demonstrated by one or more of the following: current drug related criminal charges, a dependency case resulting from drug related circumstances, a history of positive drug tests administered by DHS and/or the probation department, or pending probation violation proceedings resulting from drug related circumstances.
4. The drug abuse problem may involve methamphetamine, other illicit drugs, alcohol, or a combination thereof.
5. Participants must be medium to high risk for criminal recidivism or failure in less rehabilitative dispositions.

DESCHUTES COUNTY FAMILY DRUG COURT PARTICIPANT DEMOGRAPHICS  
(As of March 2015)

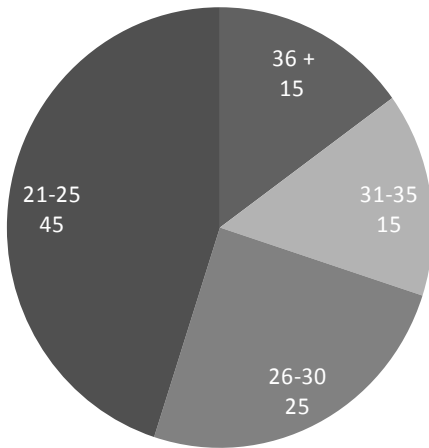
**Gender**



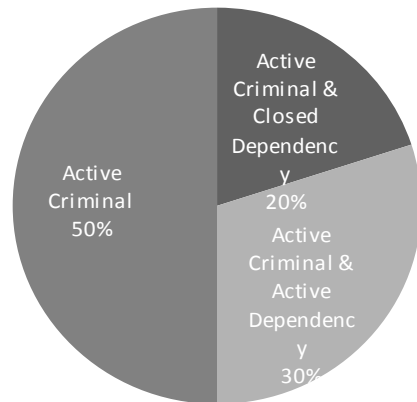
**Drug of Choice**



**Age**



**Case Type**



**Notes:**

- 95% of active participants report polysubstance abuse upon admission
- 1/3 of participants reporting Methamphetamine as their drug of choice, also reported regular Heroin abuse
- ½ of participants reporting Alcohol as their drug of choice also reported Heroin and/or Methamphetamine abuse
- 70% of active participants have been treated or have been referred for treatment for co-occurring disorders

## ORGANIZATIONAL STRUCTURE:

Deschutes County Health Services (DCHS) is the fiscal intermediary, contract manager, and grant manager for the FDC Program. DCHS shall contract with appropriate service and support agencies to provide an array of services to Family Drug Court participants. Ideally, the Service Provider or Providers selected will provide most, if not all, the Services outlined in section 5, "Scope of Work", of this Request For Proposal 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 ADVISORY COMMITTEE

The Deschutes County FDC Policy Advisory Team (DCFDC) provides broad scope program oversight. The Policy Advisory Team is charged with program review and evaluation, advising the court on program changes/improvement, securing resources for program enhancement, and approving the program budget. The Deschutes County Trial Court Administrator presides over meetings of the Policy Advisory Team. The DCFDC Policy Advisory Committee shall include administrative representation from the following agencies:

- Deschutes County Circuit Court
- Deschutes County Health Services
- Department of Human Services
- BestCare Treatment Services
- Deschutes County Parole and Probation
- Healthy Families of the High Desert
- CASA of Central Oregon
- FDC Graduate (Active Alumni)

### STEERING COMMITTEE

The DCFDC Steering Committee is charged with mid-level oversight of programmatic and budget issues and makes recommendations to the DCFDC Policy Advisory team for policy and budget changes and/or implementation. As appropriate, the steering committee seeks input from the presiding DCFDC judge, treatment team, partner and governing agencies, researchers, and subject matter experts to inform their recommendations. The DCFDC Steering Committee is comprised of the following agency representatives:

- FDC Contract Manager, Deschutes County Health Services Department
- FDC Coordinator, Deschutes Circuit Court
- Child Welfare Supervisor, Deschutes County Department of Human
- Program Manager, BestCare Treatment Services

### TREATMENT TEAM

The DCFDC Treatment Team is charged with implementing program policies and procedures, collaboratively carrying out the day-to-day operations of the Family Drug Program, and ensuring timely delivery of services to all participants. The treatment team meets weekly to staff DCFDC cases, treatment plan and to formulate recommendations for the court. The DCFDC Treatment Team is comprised of the following:

- Presiding Judge, Deschutes Circuit Court
- FDC Coordinator, Deschutes Circuit Court
- Alcohol and Drug Treatment Liaison
- District Attorney's Office
- Defense Counsel
- DHS/Child Welfare
- Court Appointed Special Advocate (CASA)
- Probation Officer
- Mental Health Services Coordinator
- Life Skills Coach
- Parenting Skills Coach
- Law Enforcement

### **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 Treatment Plan.
7. Service Plan or Treatment Plan means a comprehensive plan for services and supports provided to or coordinated for an individual and his or her family, as applicable, that is reflective of the assessment and the intended outcomes of service.
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. Treatment Plan means an individualized plan for each participant developed by a treatment team that is goal-oriented and of a particular duration. Each plan will identify desired behavior changes and a time estimate for achieving the plan goals.
12. 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 July 1, 2015 and terminate June 30, 2017. 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 Board of Commissioners, DCHS, the availability of sufficient funds and satisfactory performance by the contractor.

## 5. SCOPE OF SERVICES

The Service Provider or Providers selected 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 delivered.

Administrative/Indirect services include:

1. Family Drug Court Administrative Liaison (“FDC Administrative Liaison”). The FDC Administrative Liaison is responsible for:
  - Participation and collaboration at weekly FDC staffing meetings.
  - Participation at weekly FDC sessions.
  - Participation at monthly program process evaluation meetings and other scheduled work sessions.
  - Communicate with FDC Coordinator, and other team members, regarding participant’s engagement and prognosis in Substance Abuse and Recovery Services, and compliance with program rules and expectations.
  - Responsible for the coordination and case management of treatment services.
2. Other administrative/indirect services to be provided include:
  - Oregon Treatment Court Management System (OTCMS) data entry which includes entry of drug testing dates/results, participant attendance tracking, and treatment notes. OTCMS is a Microsoft Access –based program used by treatment courts statewide for the collection and management of treatment court data.
  - Weekly updates to participant’s treatment schedule, including individual and group treatment services/ appointments.
  - Quarterly outcome data to demonstrate effectiveness of services provided.
  - Administrative representation on FDC Steering Committee and Policy Advisory Board to identify and address systemic issues.
3. Direct Services to Participants: Treatment Services should be aligned with Adult Drug Court Best Practice Standards and include:
  - A. Initial Eligibility Screenings and Comprehensive Clinical Assessment – A comprehensive bio psychosocial assessment is completed to determine an appropriate level of care and to guide the development of the participant’s individualized treatment plan to address the participant’s addiction, co-occurring symptoms/disorders, and other area of functioning and treatment needs. The screening is completed within four (4) days of the receipt of the referral, and the assessment is completed within five (5) from the date of admission into the program. Treatment provider(s) must use screening and assessment tools that have been validated for use with substance dependent individuals involved in the criminal justice system.
  - B. Service Plan - A written, comprehensive Service Plan detailing the services to be provided to the Participant and his/her family that reflects the comprehensive assessment and intended outcomes is provided to the FDC Coordinator within thirty (30) days of admission updated every ninety (90) days thereafter, or more frequently as needed.
  - C. A Continuum of Care – Participants have access to a continuum of substance abuse treatment including detoxification, residential treatment, outpatient, intensive outpatient, medication assisted treatment, sober living, and day treatment. Participants are placed in the appropriate level of care and treatment is adjusted, as needed, based on standardized placement criteria and participant’s response to treatment. Treatment is trauma-informed and family-focused.
  - D. Sufficient Dosage and Duration – Participants receive sufficient treatment dosage and duration (6 – 10 hours per week during the initial phase of treatment and approximately 200 hours over the initial 9-12 months). Treatment is individualized and responsive to the participant’s needs, the needs of their family, and their response to treatment. Participant’s engage in no less than weekly individual counseling during the initial phase and are assigned to group interventions based on evidence based selection criteria.
  - E. Frequent, Random Drug Testing- Frequent, random drug testing is an essential component of the FDC treatment program. Participants are tested no less than two times each week and results are communicated to the court within forty-eight (48) hours. Procedures are established to ensure the validity of a urinalysis testing process and results, and include direct observation of collection and documented chain of custody.

- F. An Array of Evidence-Based Treatment Modalities –Interventions must be evidence-based and have demonstrated effectiveness with a high-risk, drug addicted individuals with involvement in the criminal justice system. Treatment modalities are carefully documented in treatment manuals and fidelity to the treatment model is maintained through continuous supervision and training Submitted proposals should identify specific treatment modalities that will be offered to drug court participants, and include credentials and training staff have received and/or will receive to be able to deliver the intervention with fidelity.
- G. Medication and Co-occurring Disorders – Treatment provider(s) have the ability to manage, or have formal partnership or Memorandum of Understanding with other providers, to manage co-occurring symptoms and disorders including the ability to assess medical necessity for, prescribe, and monitor needed psychotropic or addiction medications. Mental health services provided to participants with co-occurring disorders must also be evidence-based with demonstrated effectiveness with a high-risk, drug addicted individuals with involvement in the criminal justice system.
- H. Ancillary support services to FDC participants include:
  - Certified Recovery Mentor(s);
  - Interventions that promote a holistic approach to participants' general health and well being (i.e. smoking cessation, sexual and reproductive health, yoga, acupuncture).
  - Guidance and support in engaging in community-based support programs (i.e. Alcoholics/Narcotics Anonymous, Celebrate Recovery, Smart Recovery).
  - Transportation to be provided 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.

## **6. PAYMENT PROVISIONS AND RATES**

The estimated amount of grant funds available for each grant term is approximately \$80,000, subject to funding and an approved budget by FDC Policy Committee.

1. Criminal Justice Commission (CJC) grant funds will cover Substance Use Disorders Treatment and Recovery Services for FDC participants who are not insured and/or not covered through the Oregon Health Plan (OHP). Services shall be billed to the FDC grant not in excess of the usual and customary charge to the general public, OAR 309-016-0105.
2. CJC grant funds will cover drug testing (urinalysis testing) and minimal Substance Use Disorders Treatment and Recovery Services costs for uninsured FDC participants. Drug Testing/Urinalysis testing not covered through OHP or other insurance may be billed to the CJC grant at to the FDC grant not in excess of the Provider's usual and customary charge to the general public, OAR 309-016-0105.
3. Participants enrolled in the Oregon Health Plan (OHP) will be reimbursed through the local Coordinated Care Organization (CCO).
4. Proponent shall be responsible for verifying participant's OHP status and requesting CCO authorization and reimbursement.
5. DCHS shall reimburse expenditures with FDC Team established limits:
  - i. Selected Proponent shall submit documentation demonstrating compliance with all funding reporting and other requirements of the contract.
  - ii. Priority use funding will be to pay for Services to uninsured FDC participants.
  - iii. All other use of funding, including use for wraparound services to FDC participants, shall require prior written approval of the FDC Team.
  - iv. Notwithstanding the foregoing provisions of this section, the total amount payable for funding shall not exceed the line item budget outlined in the exhibit of the contract executed between DCHS and selected Proponent(s).

## 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 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, unless specific exceptions are noted in Attachment 1 (Agency Summary). 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 the County’s 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.

## 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.  | April 2, 2015   |
| • Proposals are due.  | May 8, 2015   |
| • Proposals are evaluated.  | May 11 through May 15   |
| • Interviews are conducted with top ranking candidates, if needed.  | May 15 through May 29   |
| • Recommendation of selected candidate is forwarded to the Deschutes County Board of County Commissioners. Board considers selection and award. | The week of June 8, 2015<br>(contingent on Board of County Commissioners meeting calendar dates). |
| • Notice of Intent to Award is issued.  | June 15, 2015   |
| • Protest period is open  | June 15 through June 21   |
| • Contract for services is developed and signed.  | June 21 through June 30   |
| • Contracted services commence.   | July 1, 2015  |

DCHS anticipates that it will announce the results of this RFP process June 15, 2015. DCHS and the selected Proponent will then negotiate terms and sign a legally-binding contract by July 1, 2015. Proposals must be submitted as described above no later than 5:00 p.m. on May 8, 2015 (“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 the Board of County Commissioners specifically cancels the procurement, rejects the proposal, or awards a contract.

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

In awarding a contract, DCHS will accept and consider the proposal or proposals which, in the estimation of DCHS, will best serve the interests of Deschutes County and Central Oregon. DCHS 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. 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.

### **11. SELECTION PROCESS**

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 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 Board of Commissioners approves and selects the Proponent, DCHS will provide notice of its intent to award the contract. If no written protest is filed by 5:00 p.m. on the seventh (7) day following announcement of the decision, the award will be deemed final. DCHS 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 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:

Nancy Mooney, Contract Specialist  
2577 NE Courtney Drive  
Bend, OR 97701

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 DCHS.

The final authority to award a contract rests solely with the Deschutes County Board of Commissioners. 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 the Deschutes County Board of Commissioners.

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, DCHS 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.

#### **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. Signed Proposal Response Form-**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. **Attachment 4**
5. Proponent and/or consortium's fee schedule.
6. Proponent's and/or consortium's annual budget using the following line items: Personnel, Direct Treatment Services; Rent & Utilities; Travel & Training; Administrative.
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 5:00 p.m. on May 8, 2015 ("Due Date") with one complete application package with original signature and three (3) copies (excluding audit), either delivered in person or mailed to:

Nancy Mooney, Contract Specialist  
2577 NE Courtney Drive  
Bend, OR 97701

**Attachment 1**

**DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT**

**REQUEST FOR PROPOSALS  
FOR  
FAMILY DRUG COURT TREATMENT SERVICES**

**Proposal Response Form**

Submit by e-mail to: [helen.feroli@ojd.state.or.us](mailto:helen.feroli@ojd.state.or.us)

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.

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
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
X \$2,000,000	X \$4,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$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:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
X \$2,000,000	X \$4,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$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 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 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:

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. 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**