

# DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT

## REQUEST FOR PROPOSALS FOR

### Children's Psychiatric Day Treatment Services Provider

**April 13, 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) in partnership with the High Desert Education Service District (High Desert ESD), is releasing this competitive solicitation to secure one or more contractors to provide Day Treatment Services to children and families who reside in Deschutes, Crook and Jefferson County and who meet medical necessity criteria for Children's Psychiatric Day Treatment Services, (hereinafter referred to as "Services" and detailed further in Section 5 of this RFP).

The primary target population for Services is youth ages five (5) to twelve (12) years who are experiencing difficulty in more than one life domain. 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) 309-022-0100 through OAR 309-022-0230 and OAR 413-215-0801 through OAR 413-215-0856.

One original and five (5) 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 "Day Treatment Provider", and addressed to:

Elizabeth Holden  
Deschutes County Health Services  
1340 Wall Street  
Bend, OR 97701

Proposals must be received no later than 5:00 p.m., on Friday, May 22, 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 and/or the proposal process may be directed to Elizabeth Holden via email to [elizabeth.holden@deschutes.org](mailto:elizabeth.holden@deschutes.org).

#### **1. INTRODUCTION**

The purpose of this Request for Proposal (RFP) is to execute a contract or contracts with one or more Children's Psychiatric Day Treatment Service provider for the purpose of providing Services to youth ages five (5) to twelve (12) years, who meet "medically appropriate" criteria and are experiencing difficulty in more than one life domain. 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. Contracting parties will include the High Desert Education Service District (High Desert ESD), Deschutes County Health Services and the selected Proponent(s). Proponent is also expected to establish the ability to bill commercial insurance. The term of the resulting contract(s) is estimated to begin on or about August 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.

The estimated amount of contract compensation is expected to range from \$360,000 to \$375,000 subject to funding and an approved budget by Deschutes County Health Services and High Desert ESD. Proponent will be expected to establish the ability to bill commercial health plan payers for Day Treatment Services provided to clients who are commercially insured, in accordance with the health plan payer's contract and policies.

## **2. 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. Life Domain may include but not be limited to: Family/Home; Educational/Vocational; Medical/Health; Emotional/Psychological/Behavioral; Financial; Social/Recreational; Legal; Spiritual/Cultural; Safety/Crisis.
3. Medically Appropriate, as defined in OAR 309-022-0105 (56) means services and medical supplies required for prevention, diagnosis or treatment of a physical or behavioral health condition, or injuries, and which are:
  - (a) Consistent with the symptoms of a health condition or treatment of a health condition;
  - (b) Appropriate with regard to standards of good health practice and generally recognized by the relevant scientific community and professional standards of care as effective;
  - (c) Not solely for the convenience of an individual or a provider of the service or medical supplies; and
  - (d) The most cost effective of the alternative levels of medical services or medical supplies that can be safely provided to an individual.
4. Pre/Prior-authorization means a process that allows the contracted entity to determine, before providing Services, if DCHS or High Desert ESD will cover the cost of the Service. DCHS and High Desert ESD require pre-authorization for Services. Contracted entity must submit clinical documentation in writing explaining why the Service is Medically Appropriate. Documentation must include the individual's applicable insurance information.
5. Psychiatric Day Treatment Services means the comprehensive, interdisciplinary, non-residential, community-based program certified in accordance with the Oregon Administrative Rules and consisting of psychiatric treatment, family treatment and therapeutic activities integrated with an accredited education program, (OAR 309-022-0105, 70).
6. 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.
7. 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).
8. Target Population means youth ages five (5) to twelve (12) years, who meet medically appropriate criteria and are experiencing difficulty in more than one life domain.

## **3. PROGRAM OVERVIEW**

The Deschutes County Health Services Child and Family Program (DCHS) provides behavioral health treatment and support services to eligible children, adolescents and families. The primary focus is on Oregon Health Plan (OHP) members and uninsured children with the greatest need. The program addresses specific behavioral health concerns for children and families in an effort to stabilize and strengthen the family.

The Child and Family Program primarily focuses on ten (10) areas:

1. Outpatient services in Bend, Redmond and La Pine;
2. School-based services in the Bend-La Pine, Redmond and Sisters School Districts;
3. Behavioral health services in five (5) integrated school-based health centers in Bend, La Pine, Redmond (2) and Sisters;
4. Safe School Assessments through referrals from any school in Deschutes County as well as suicide prevention activities;
5. KIDS Center therapeutic services for child victims of child abuse, trauma and neglect;
6. Intensive Child Treatment Services (ICTS) - Intensive wrap-around services for youth with serious emotional and behavioral challenges requiring comprehensive support services;
7. Mediation services for divorcing parents with minor children;
8. Chemical dependency services including assessment, screening and referral, as well as individual work with dually-diagnosed youth;
9. Young Adults in Transition: Serving transitional age youth 14-25 experiencing bio-psycho-social challenges as they move towards independence and adulthood; The Early Assessment and Support Alliance (EASA) Program - An early psychosis program offering education, outreach and services to youth, young adults and their families experiencing a first psychotic break; and
10. Parent-Child Interaction Therapy for parents and at-risk children ages two (2) to seven (7).

DCHS is seeking a contract or contracts with one (1) or more Children's Psychiatric Day Treatment Services Provider who can/will provide a range of individual, group and family therapy, skills building, psycho-educational and crisis counseling

integrated with an accredited educational program. The ideal candidate would have the ability to provide the following to a child (and family) that is enrolled in a Day Treatment program:

- Daily milieu therapy;
- Daily activity therapy;
- Skills building;
- Family intervention and engagement: one time per week, to include formal family therapy and less formal interventions with the family. Over the course of a month it is expected that such interventions will total three (3) to five (5) hours. Services must be provided by a Qualified Mental Health Professional (QMHP), not necessarily the day treatment program.
- Individual psychotherapy, one (1) hour per week minimum;
- Group psychotherapy;
- Case management;
- Diagnostic Intake/Evaluation;
- Psychological Testing;
- Pharmacological Management;
- In-home skills training;
- Assessments, as defined by OAR 309-022-0105 (4);
- Psychiatric services to meet the standards prescribed by the OAR 309-022-0160 (4) (a) (b) (c);
- Consultations, including but not limited to psychiatric consultation;
- Coordination, collaboration and participation with educational staff;
- Participation in semi-monthly DCHS Review Committee Meetings;
- Participation in DCHS Wrap Mental Health meetings (approximately one (1) per month);
- Participation in DCHS internal treatment review meetings.
- Other OHP covered Mental Health Services as authorized by DCHS.
- Full time (40 hours per week) supervisor.

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

A contract is expected to be awarded for the period August 1, 2015 through 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 Proponent(s) selected will provide most, if not all, the Services outlined in Section 3 above to the student Target Population by a qualified mental health professional to prevent a higher level of care in the home, school and/or community. Services shall be provided throughout the calendar year (365 days) which may include approximate 190 school days, 35 days in summer and excludes federal holidays.

Additionally, the selected Proponent will furnish the Services in an educational setting to allow for the student to learn and use daily living skills and to enhance social and interpersonal skills such as: problem-solving, empathy, anger management, community responsibility, impulse control, and appropriate peer relations with minimal loss of instructional time and/or disruption to the learning environment. The Proponent selected will be expected to provide an array of psychotherapeutic interventions to address and support the various types and levels of student Target Population needs that may become apparent during the provisions of Services. Interventions shall be child-centered and family-focused, with the needs of the child and family determining the provision of Services.

The Proponent selected shall provide the educational classroom component in arrangement with local school districts and in conjunction with the Oregon Department of Education. This academic component to Services will function per Oregon State requirement(s), and will be oriented toward basic academic and life skills.

Proponent will have the ability to coordinate with the High Desert Education Service District (High Desert ESD) and local school districts to fully or partially support personnel and equipment needs in order to operate the educational classroom component to Services provided.

Services provided may be subject to the following administrative oversight, which include but may not be limited to; documentation audits, prevention or detection and reporting of fraud, waste and abuse as defined in OAR 410-120-1380 and OAR 410-120-1510, compliance with Health Insurance Portability and Accountability Act (HIPAA), and compliance

with all applicable state and federal regulations including Oregon Administrative Rules and Oregon Department of Education requirements.

For the purpose of providing administrative oversight, selected Proponent will be contractually required to maintain fiscal records and all other records pertinent to the Services Provided. DCHS, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, High Desert ESD, and their duly authorized representatives shall have the right to direct access to all of contracted proponents books, documents, papers and records related to the Services provided as outlined in the executed contract. In addition, the selected Proponent(s) shall permit authorized representatives of County, High Desert ESD, the Oregon Health Authority to perform site reviews of all Services delivered by contracted Proponent.

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

The estimated amount of contract compensation is expected to range between \$360,000 to \$375,000 and is subject funding and an approved budget by DCHS and High Desert ESD.

It is expected that selected Proponent will obtain a Pre-authorization from DCHS or High Desert ESD (whichever is applicable) prior to the provision of Services. Proponent shall submit a Pre-authorization request from DCHS for children meeting medically appropriate criteria who are Oregon Health Plan (OHP) members. Proponent shall submit a Pre-authorization request from High Desert ESD for children who meet medically appropriate criteria but are not OHP members or are insured by another insurance provider who does not pay for Day Treatment Services.

Services may be provided to children who are referred by DCHS or High Desert ESD and are insured by the Division of Medicaid Assistance (DMAP), Oregon Health Plan (OHP), or other commercial health plan payer. Selected Proponent shall invoice for those Services in accordance with the insurance provider and their contract and billing policies. Proponent will have the ability to serve children and families with a variety of funding sources which may include commercial health plan payers and other schools or school districts. Should a school or school district, other than the High Desert ESD, refer a child for Day Treatment Services to meet the child's educational needs, the child may or may not meet the medical definition of Medically Appropriate as that term is defined by OAR OAR 309-022-0105 (56) In such circumstances, the referring school district will be financially responsible for Services provided and selected Proponent will be expected to invoice the referring school district directly.

## **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. 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.

- |   |  |
|---|--|
| • Request for Proposals is released.  | April 13, 2015   |
| • Proposals are due.  | May 22, 2015   |
| • Proposals are evaluated.  | May 26 through June 5  |
| • Interviews are conducted with top ranking candidates, if needed.  | June 8 through June 12   |
| • Recommendation of selected candidate is forwarded to the Deschutes County Board of County Commissioners. Board considers selection and award. | The week of June 22, 2015<br>(contingent on Board of County Commissioners meeting calendar dates). |
| • Notice of Intent to Award is issued.  | June 29, 2015  |
| • Protest period is open  | June 29 through July 8   |
| • Contract for services is developed and signed.  | July 13 through July 31  |
| • Contracted services commence.   | August 1, 2015   |

DCHS anticipates that it will announce the results of this RFP process June 29, 2015. DCHS and the selected Proponent will then negotiate terms and sign a legally-binding contract by August 1, 2015. Proposals must be submitted as described above no later than 5:00 p.m. on May 22, 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**

The Selected Proponent(s) must be able to demonstrate:

1. Success in engaging families;
2. Ability to provide evidence based services;
3. Ability to provide positive outcomes;
4. Significant experience with quality assurance and utilization management in the context of rules and regulations governing publicly funded services;
5. Strong group model;
6. Treatment protocols or guidelines that describe optimal service mix. These should reference individual/group mix, length of treatment, use of medication, etc.
7. Services offered in locations that promote ease of access.

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	15
Performance Measures and Program Evaluations (Outcomes)	15
Qualifications of Staff and Staffing Plan	15
Fiscal Responsibility and Budget	10
How thoroughly the proposal demonstrates an understanding of the work to be performed.	10
Technical experience.	5
Demonstrated ability to provide similar services for public agencies and/or health care organizations	10
Creativity and innovation.	5
<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 and legal authority upon which the protest is based. If a timely protest is filed, the decision of DCHS will be considered final only upon issuance of a written notice deciding the merit of the protest. The award and any written decision regarding the protest will be sent to each proposer. Protests should be submitted to:

Elizabeth Holden  
1340 Wall Street  
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 by the Deschutes County Board of Commissioners 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**

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 22, 2015 ("Due Date") with one complete application package with original signature and five (5) copies, either delivered in person or mailed to:

Elizabeth Holden  
1340 Wall Street  
Bend, OR 97701

**Attachment 1**

**DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT**

**REQUEST FOR PROPOSALS  
FOR  
Children's Psychiatric Day Treatment Services Provider**

**Proposal Response Form**

Submit by e-mail to: [elizabeth.holden@deschutes.org](mailto:elizabeth.holden@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 Children's Psychiatric Day Treatment Services 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
<input checked="" type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$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.

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
<input checked="" type="checkbox"/> \$2,000,000	<input checked="" type="checkbox"/> \$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.

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 Proponent's experience, knowledge and ability to administer comprehensive Services. The proposal should demonstrate an understanding of the Target Population, include a description of the policies and procedures that will ensure appropriate Service delivery, intensity and duration. As well as appropriate staffing configuration to deliver and oversee quality services. Examples should also include the Proponent's ability to implement and adapt policies and procedures in order to maximize the efficiency and effectiveness of program. Include an estimation of how many children Proponent can serve at a given time. Demonstrate ability to track and appropriately bill depending upon funding/insurance source, including commercial insurance.

### **2. Project Description/Scope of Services (30 Points)**

Demonstrate a clear plan for development and implementation of a Services program that meet the needs of the Target Population as well as any modifications to the program for commercial insurance covered children and families. The proposal should demonstrate the Proponent's ability to meet the requirements listed in Section 5. "Scope of Services"), and clearly explain how the Proponent will carry out these requirements. If Proponent will be partnering with other service providers to ensure availability of 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 Children's Psychiatric Day Treatment (CPDT) 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 CPDT 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**