



DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT

**REQUEST FOR PROPOSALS
FOR
CHILDREN'S PSYCHIATRIC DAY TREATMENT SERVICES/
TREATMENT FOSTER & RESPITE CARE SERVICES**

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 one or both of the following:

- Psychiatric Day Treatment Services (PDTs) 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).
- Treatment Foster Care and Respite Care Services to children ages five (5) to eighteen (18) years old meeting the eligibility criteria stipulated by DCHS.

Additional opportunities may be available for awardee to provide outpatient services. Discussion of specifics may ensue during contract signing.

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 Day Treatment/Treatment Foster & Respite Care Services Provider", and addressed to:

Elizabeth Holden
Supervisor EASA & ICTS Programs
1340 Wall St.
Bend, OR 97701

Proposals must be received no later than 4:00 p.m., on Friday, February 19, 2016 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 Elizabeth Holden at 541-322-7489 or via email to elizabeth.holden@deschutes.org.

1. INTRODUCTION

The purpose of this Request for Proposal (RFP) is to execute a contract or contracts with either a private non-profit organization or a public institution or licensed provider(s) with recognized expertise in the field related to children's mental health to coordinate and manage Psychiatric Day Treatment Services and/or Treatment Foster Care and Respite Care Services (hereinafter collectively referred to as "Services") for Deschutes County Health Services (DCHS) and Oregon State Department of Human Services Child Welfare Division (DHS) Central Oregon client population. The primary target population for Services is youth, who meet "medically appropriate" criteria and are experiencing difficulty in more than one life domain. Target ages for Psychiatric Day Treatment Services is five (5) to twelve (12) years. Target ages for Treatment Foster Care and Respite Services is five (5) to eighteen (18) years.

DCHS will assign Services to be provided on a case by case basis. It is expected that Services will be provided in accordance with all applicable rules, regulations, and policies as specified by federal, state, and county guidelines, including but not limited to, the Oregon State Department of Human Services Child Welfare Division (DHS), Oregon Administrative Rules (OAR) 309-022-0100 through OAR 309-022-0230 and OAR 413-215-0801 through OAR 413-215-0856.

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. Proponent will be expected to establish the ability to bill commercial health plan payers for Services provided to clients who are commercially insured, in accordance with the health plan payer's contract and policies.

The term of the resulting contract(s) is estimated to begin on or about April 30, 2016 and terminate June 30, 2019, with DCHS retaining sole discretion to renew for additional one (1) year terms, without a competitive bid process, subject to contractor performance and continued funding.

The estimated amount of contract compensation for Psychiatric Day Treatment Services 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 (HDES). Contractor will contract with DCHS (up to \$290,000) and with HDES (up to \$85,000). For Treatment Foster Care and Respite Care Services, the combined estimated amount available for each year of the contract is up to \$140,000. Additional Treatment Foster Care funding for "room and board" costs are addressed through DHS Child Welfare. The anticipated allocation for this service is approximate and may be increased or decreased.

Funding for Services is based upon County's approval of the contracted provider's submission of applicable/required documentation. In addition, funding may be contingent upon the Oregon State budget, receipt of funds from and/or obligation of funds by the State to the contracted provider. The contracted provider will be expected to invoice Oregon's Department of Medical Assistance Programs (DMAP), as applicable. The contracted provider agrees that payment for those applicable Services shall be DMAP's responsibility and not County's responsibility. Contractor shall not invoice or expect payment from County for Services invoiced to DMAP.

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2. DEFINITIONS

1. Agency Staff means a person employed by a TFC and/or RCS provider or program that gives support to the treatment foster parent or guardian.
2. Behavioral Attendants means individuals providing additional supervision and RCS in the home and in respite care settings. To be qualified, Behavioral Attendants must be eighteen (18) years of age or older, able to provide services and have completed Oregon State and/or DCHS approved training.
3. Care Coordination means a process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs. Care coordination includes facilitating communication between the family, natural supports, community resources, involved providers and agencies; organizing, facilitating and participating in team meetings; and providing for continuity of care by creating linkages to and managing transitions between levels of care and transitions.
4. Child/Adolescent means an individual with an age range from five (5) to eighteen (18) years of age participating in the ICTS Wrap Program.
5. Children at-risk means children identified as being at-risk of hospitalization and/or out of community placement.
6. Clinical Supervisor means a person employed by the TFC and/or RCS provider or program who provides support, supervision and consultation to the TFC and RCS staff and foster parent or guardian.
7. Collaboration means a formal partnership among organizations, such as mental health providers, or other services providers, hospitals and crisis hotlines. As an example, the collaboration may define the relationship between parties through linkages and referral to ancillary services or may provide a formal relationship between parties to ensure the delivery of an array of services to individuals and their families/caregivers in need. Through collaboration, the total resources available to address the needs of individuals experiencing a Mental Health Crisis are increased beyond what is available to a single organization.
8. Criminal Records Check means the Oregon Records Check and the processes and procedures required by OAR 407-007-0000 through 407-007-0370.
9. Crisis means either an actual or perceived urgent or emergent situation that occurs when an individual's stability or functioning is disrupted and there is an immediate need to resolve the situation to prevent a serious deterioration in the child/adolescent's mental or physical health or to prevent referral to a significantly higher level of care.
10. Cultural Competency means the process by which people and systems respond respectfully and effectively to people of all cultures, languages, classes, races, ethnic backgrounds, disabilities, religions, genders, sexual orientations and other diversity factors in a manner that recognizes, affirms, and values the worth of individuals.
11. Day means a twenty-four (24) hour period of time, regardless of start and stop time.
12. Deschutes County Health Services (DCHS) means Deschutes County's Community Mental Health Provider.
13. Evidence-Informed means the design of a Treatment Foster and Respite Care program that is well informed and based on the best available research.
14. 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).
15. ICTS Child or adolescent means a child or adolescent open with and actively receiving services by the ICTS Wrap Program..

16. Intensive Community Based Treatment and Support Services (ICTS) means a specialized set of comprehensive in-home and community-based supports and mental health treatment services, including care for children that are developed by the ICTS Child & Family Team and delivered in the most integrated setting within the community.
17. 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.
18. 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.
19. Planned Respite Care Services means a preventive respite that serves to reduce the risks of hospitalization and/or out of community placement by providing limited reprieve from the triggers that may lead to a Mental Health acute event.
20. 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. For extension of pre-authorizations Contracted entity must submit clinical documentation in writing explaining why the ongoing Service is Medically Appropriate..
21. 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).
22. 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.
23. 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).
24. Rehabilitation Services means services provided in the child or adolescent's foster home and delivered on an individualized basis and designed to promote skill development. This service requires the use of treatment foster care in coordination with other mental health interventions to reduce symptoms associated with the child's mental or emotional disorder and to provide a structured, therapeutic environment. The services is intended to reduce the need for future services, increase the child's potential to remain in the community, restore the child's best possible functional level, and to allow the child to be maintained in the least restrictive setting.
25. Respite Care Program Administrator means RCS administrative staff whose responsibilities includes but is not limited to, TFC and RCS management and coordination, provider recruitment and training, and liaison to DCHS ICTS Wrap Program Supervisor and/or Program Manager and staff.

26. Respite Care Service (RCS) means a temporary arrangement of twelve (12) hours up to a maximum of three (3) days, to allow the treatment foster parent(s) and other caregiver's temporary relief to improve family stability and/or reduce the risk of abuse or neglect. RCS may be planned or offered during emergencies or times of crisis. Crisis RCS must be available on-call, twenty-four (24) hours a day, seven (7) days a week.
27. 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.
28. Target Population:
 - (a) PDTS: means youth ages five (5) to twelve (12) years, who meet medically appropriate criteria and are experiencing difficulty in more than one life domain.
 - (b) TFC and RCS means youth ages five (5) to twelve (12) who meet medically appropriate criteria and are experiencing a crisis event and/or are in need of brief respite support.
29. Treatment means the coordinated provision of services designed to produce a planned outcome in a child/adolescent's behavior, attitude or general condition. Treatment is based on a thorough assessment of factors contributing to the attitude, condition or behavior.
30. Treatment Foster Care (TFC) means a model of care in which a child/adolescent receives treatment in the foster home from the treatment foster parent and/or professional therapist of an identified program. TFC is the positive aspects of the nurturing and therapeutic family environment combined with active and structured treatment. TFC programs provide, in a clinically effective and cost effective way, individualized and intensive treatment for child/adolescents who would otherwise be placed in institutional settings.
31. Treatment Plan means an individualized plan for each child/adolescent 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.

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3. PROGRAM OVERVIEW

Deschutes County Health Services (DCHS) was formed in 2009 as a consolidation of Deschutes County's Health Department and Mental Health Department. DCHS offers services at more than forty (40) locations throughout Deschutes County including public schools; health clinics in Bend, La Pine, Redmond and Sisters; six (6) school-based health clinics; agencies such as the KIDS Center and the State of Oregon Department of Human Services (DHS); area hospitals; care facilities and homes. DCHS is an equal opportunity service provider.

DCHS, Behavioral Health Division helps Central Oregon residents facing serious mental health and addiction issues. Staff and contracted agencies also help people with developmental disabilities and their families. Priority populations include Oregon Health Plan (OHP) members, uninsured Central Oregon residents with nowhere else to turn and people in crisis, who are often in unstable situations or are a danger to themselves or others. These services assist people in need, alleviate community problems, promote client health and prevent more costly care and intervention.

DCHS Child & Family Program offers behavioral health treatment, support services and intensive, community-based support to eligible children, adolescents and families. The primary focus is on Oregon Health Plan (OHP) members and uninsured children with the greatest need.

The DCHS Intensive Care Treatment Services (ICTS) team uses a wrap-around model (Wrap Program) that utilizes a family oriented systemic approach to planning and support. Wrap Program Care Coordinators facilitate collaboration between children, families, and involved community partners in order to create a shared plan for addressing systemic and behavioral challenges.

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4. SCOPE OF SERVICES

The Proponent selected will provide most, if not all, the Services outlined in this Section 3 to the Target Population by a qualified staff to prevent a higher level of care in the home, school and/or community. Proposal's intent to pursue one or both programs included in this RFP will impact expected service inclusion. 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. 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.

Services required for both PDS and TFC/RCS:

1. Provide Services in accordance to DCHS Wrap Program model.
2. Provide culturally relevant Services and utilize evidence informed practices. Prioritize maintaining sufficient quantity of providers who are bilingual (English/Spanish) to meet the needs of the Spanish speaking families participating in the DCHS Child & Family Program.
3. Maintain capacity and interdisciplinary treatment capability to deliver clinically and developmentally appropriate Services in the medically appropriate amount, intensity and duration for each child/adolescent specific to the child/adolescent's diagnosis, level of functioning and the acuity and severity of the child/adolescent's psychiatric symptoms.
4. Personnel shall be trained and recruited by the Proponent to meet the unique and complex needs of ICTS high-risk children/adolescents.
5. Provide data regarding the provision of Services and activities and regarding utilization, as requested by DCHS. Data shall be collected, monitored and reported in order to ensure full utilization and budgetary guidelines. Documentation regarding service delivery will comply with DCHS required format and Oregon State rules and statutes.
6. Submit for DCHS approval, training curriculums and training plan of initial and ongoing training of Service providers. Trainings should include but not be limited to: provision of Psychiatric Day Treatment Services and/or Treatment Foster Care and Respite Care Services, skill sets for working with high-risk children/adolescents, and mandated abuse reporting, special incident reporting, crisis intervention, CPR/First aid, and HIPAA rules and regulations.
7. Maintain documentation that complies with all relevant DCHS contract requirements and Oregon State rules and statutes.
8. 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.
9. Receive, process and manage requests for Services, including but not limited to:
 - (a) Obtain Service Notes or Treatment Plan by ICTS Wrap Program and follow the recommended Treatment Plan.
 - (b) Coordination with ICTS Wrap Program Coordinator, Inform the designated Wrap Program Coordinator and the legal guardian within twenty-four (24) hours of reportable incidents involving the child/adolescent.

- (c) Return request for information/phone calls within one (1) business days.
10. Obtain preauthorization from DCHS for Services, as applicable to that Service.
 11. Provide an array of therapeutic interventions to address and support the various types and levels of 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.
 12. Staffing must meet established requirements and be adequate to meet the clinical and safety needs of the children and adolescents. Must be adequate to allow for timely provision of support to children and adolescents in home, community, and school settings as necessary to respond to clinical/behavioral needs.
 13. Conduct criminal background checks (pursuant to OAR 407-007-0200 to 407-007-0370) and child abuse history background checks prior to staff providing Services.
 14. Participate in DCHS team meetings upon request and support implantation of the client's treatment plan and collaborate with DCHS for care coordination.
 15. Maintain linkages with primary care physicians, ICTS Wrap Program and the child/adolescent's foster parent or guardian to coordinate necessary continuing care resources for the child/adolescent.

Psychiatric Day Treatment Services

1. Provide Children's Psychiatric Day Treatment Services to include a range of individual, group and family therapy, skills building, psycho-educational and crisis counseling, integrated with an accredited educational program. The ideal candidate will have the ability to provide the following to a child (and family):
 - 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.
2. Furnish Services (as applicable) in an educational setting to allow for the client 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. 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.

3. As applicable, 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.
4. Maintain linkages with the applicable education service district or school district to coordinate and provide the necessary educational services for the child/adolescent and integrate education services in all phases of assessment, service and support planning, active treatment and transition planning.

Treatment Foster Care and Respite Care Services

1. Three (3) bed capacity (2 Treatment Foster Care State assigned to Deschutes & 1 Treatment Foster Care assigned to Jefferson County) and additional capacity for the provision of Respite Care Services designed to serve as a temporary alternative to hospitalization or other stabilization needs for Central Oregon.
2. Maintain twenty-four (24) hour, seven (7) days per week Respite Care Services availability for Crisis Respite Care Services placement. Services must be accessible via pager and/or cellular telephone for emergency placements through an on-call respite coordinator or designee. Planned Respite Care Services will be coordinated during regular business hours, Monday through Friday, 8am to 5pm.
3. Receive referrals from DCHS ICTS Wrap Program and/or DCHS Crisis Team and place child/adolescents for for Planned Respite Care Services and Crisis Respite Care Services.

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5. GENERAL REQUIREMENTS

1. No minimum or maximum number of referrals is guaranteed, expressed or implied. Referrals may fluctuate in frequency and volume throughout the term of the contract.
2. Contracted provider may be required to appear and testify at Court hearings when subpoenaed.
3. Contracted provider must complete a Special Incident Report (SIR), in the event there is an incident of unusual, aggressive, or high-risk behavior by the child/adolescent, foster care parent, and/or a Respite Care Service provider.
 - (a) ICTS Wrap Program Coordinator and DCHS Crisis Team (if applicable) must be notified within twenty-four (24) hours by telephone when an incident occurs.
 - (b) SIR must be completed and submitted to the assigned ICTS Wrap Program Coordinator and TFC and/or RCS Program Administrator within one (1) business day of the incident.
4. For Respite Care Services, contracted provider will confirm arrangements with the requesting party within twenty-four (24) hours of the request. The requesting party will be responsible for transporting the client to and from the Respite Care visit.

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6. PAYMENT PROVISIONS AND RATES

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. Contracted provider shall invoice for those Services in accordance with the insurance provider and their contract and billing policies.

The contracted provider 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 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 309-022-0105 (56). In such circumstances, the referring school district will be financially responsible for Services provided and contracted provider will be expected to invoice the referring school district directly.

1. Respite Care Services must be preauthorized by DCHS and coordinated with DCHS ICTS Wrap Program Coordinator and/or DCHS Crisis team member in order to qualify for payment.
2. Psychiatric Day Treatment Services must be preauthorized from DCHS or High Desert ESD (whichever is applicable based on funding source) prior to the provision of services.
3. Levels of service within the indicated budget allow for a maximum of \$150 for Crisis Respite Care Services and \$100 for Planned Respite Care Services for occupancy per day per child/adolescent served. The contracted provider will invoice DCHS within thirty (30) calendar days of service completion.
4. Contracted provider shall invoice Division of Medical Assistance Programs (DMAP) in accordance with procedures and forms prescribed by DMAP for Treatment Foster Care. Payment for Treatment Foster Care shall be DMAP's responsibility and not County's responsibility. Payment shall not be expected from County for Treatment Foster Care invoiced to DMAP. Validity of claims for payment submitted to DMAP shall be the sole responsibility of the contracted provider.
5. For applicable Services invoiced to DCHS, contracted provider shall submit monthly invoices and supporting documentation for reimbursement. Supporting documentation must meet standards set forth in contract.
6. Contracted provider will develop and maintain a comprehensive record keeping system including but not limited to a confidential database history of Services provided to DCHS clients. Upon contract termination, or notice thereof, the contracted provider shall relinquish all requested information to DCHS Program Manager/Supervisor

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7. INSTRUCTIONS AND CONDITIONS

Proposals must be signed by an authorized representative of the Proponent. Proponents shall include a copy of a Board Resolution authorizing a representative of its organization to sign the proposal and/or subsequent contract. 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.

Portions of proposals that the proposer wishes to have treated as confidential (i.e. proprietary or trade secret) must be clearly identified as such and grouped together to the extent possible. DCHS will endeavor to maintain confidentiality to the extent, in the sole discretion of DCHS, allowed by applicable Oregon statutes and case law..

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.

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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. Tuesday, December 22, 2015
 - Submit question re: RFP January 12, 2016
 - FAQ Webinar. January 19, 2016 2pm-3:00pm
 - Proposals are due. Friday, February 19, 2016
 - Proposals are evaluated.
 - Interviews are conducted with top ranking candidates, if needed. To Be Determined
 - Recommendation of selected candidate is forwarded to the Deschutes County Board of County Commissioners. Board considers selection and award. To Be Determined
 - Notice of Intent to Award is issued. To Be Determined
 - Protest period is open Seven (7) calendar days
 - Contract for services is developed and signed. April 30, 2016
 - Contracted services commence. On or before August 22, 2016 Day Treatment for Psychiatric Day Treatment 18B.
- Actual implementation timelines for TFC and Crisis Respite are negotiable. Services to commence no later September 30 2016.

Announcement of the results for this RFP process is contingent upon proposals submitted and Proponents successful completion of RFP requirements. DCHS and the selected Proponent will then negotiate terms and sign a legally-binding contract by April 30, 2016 (estimated). A sample copy of Deschutes County's standard contract is available upon request. Ideally, the selected Proponent will be able to begin providing Services pursuant to the contract as outlined in the Schedule of Events above, "Contracted services commence". However, if selected Proponent requires more time to procure appropriate licenses, state certifications and/or staffing and training, etc., then the effective date of the contract may be negotiated and agreed upon by both DCHS and selected Proponent. The Proponent must be able to enter into a contract and provide Services no later than September 30, 2016.

Proposals must be submitted as described above no later than 4:00 p.m. on February 19, 2016 ("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.

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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.

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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.

| Evaluation Criteria | Point Value |
|--|--------------------|
| Administrative Capability | 20 |
| Project Description/Scope of Services | 20 |
| Performance Measures and Program Evaluations (Outcomes) | 20 |
| Qualifications of Staff and Staffing Plan | 25 |
| Fiscal Responsibility and Budget | 15 |
| Total | 100 Points |

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 15 Submission Package.

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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.

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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, Deschutes County reserves the right to be the contractor of last resort, or to 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:

- A. 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.
- B. 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.
- C. 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.
- D. 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:

- Most recent Audit or federal tax return
- Articles of Incorporation or business license
- Grievance procedures for participants
- Handicapped Access Survey

SUBMISSION PACKAGE

APPLICATION INSTRUCTIONS

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 – **Due to Elizabeth Holden (Fax: 541-330-4636) or (Elizabeth.holden@deschutes.org) immediately upon Proponent’s decision to participate in this Request for Proposal. - 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, 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 4:00 p.m. on February 19, 2016 (“Due Date”) with one complete application package with original signature and three (3) copies (excluding audit), either delivered in person or mailed to:

Elizabeth Holden
Supervisor EASA & ICTS Programs
1340 Wall St.
Bend, OR 97701

Proposal Format and Contents

Format

- Most recent audited financial statements.
- Copy of Completed Financial Form for new applicants (Attachment 5)
- A narrative which addresses each question outlined below:

Narrative Questions: Service Qualifications

Attachments to the RFP:

- Attachment 1: Proposal Response Form.
- Attachment 2: Acknowledgement of Insurance Requirements
- Attachment 3: Executive Summary
- Attachment 4: Narrative

Attachment 1 – PROPOSAL RESPONSE FORM

DESCHUTES COUNTY HEALTH SERVICES DEPARTMENT

**REQUEST FOR PROPOSALS
FOR**

**CHILDREN'S PSYCHIATRIC DAY TREATMENT SERVICES/
TREATMENT FOSTER & RESPITE CARE SERVICES**

Proposal Response Form

A signature on this form acknowledges that the proposed provider is hereby submitting a proposal in response to Deschutes County's Request For Proposal.

This Form must be submitted to Elizabeth Holden by (Fax 541-330-4636) or (Elizabeth.holden@deschutes.org) immediately upon Proponent's decision to participate in this Request for Proposal.

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)

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)

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)

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

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: _____

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 (20 Points)

- A. Demonstration of the agency's experience, knowledge and ability to administer a Treatment Foster Care and Respite Care program so that the needs of the target population of the project are met and the project objectives can be reached. The ability to collect data and prepare reports documenting outcomes of Respite Care Services.
- B. Demonstration of the agency's experience, knowledge and ability to administer comprehensive Psychiatric Day Treatment 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 agency'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 agency 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 (20 Points)

- A. Demonstrate a clear plan for development and implementation of a sustainable Treatment Foster Care and Respite Care Services program that meet capacity needs. Demonstration that the scope of services, stated objectives, anticipated outcomes, and activities to be provided support Treatment Foster and Respite Care Services and the DCHS ICTS Wraparound Program described in this RFP. Include the comprehensiveness of the proposed program design, services and activities to be provided, and project timeline to be considered. (Bidder's narrative must describe how it will meet all the requirements listed in Section 3. "Scope of Services").
- B. Demonstrate a clear plan for development and implementation of a Psychiatric Day Treatment 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 agency's ability to meet the requirements listed in Section 3. "Scope of Services"), and clearly explain how the agency will carry out these requirements. If the agency will be partnering with other service providers to ensure availability of Psychiatric Day Treatment Services, the proposal should include signed Memorandums of Understanding (MOU) with partner agencies.

3. Performance Measures and Program Evaluations (Outcomes) (20 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 families, children with physical, mental or behavioral challenges or projects similar to the one requested. 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 for Target Population.

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