

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6154

SEX OFFENDER TREATMENT SERVICES

FOR

WASHTENAW COUNTY

Prepared By:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

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Senior Buyer
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WASHTENAW COUNTY

Finance Department

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645

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REQUEST FOR PROPOSAL # 6154

July 29, 2004

Washtenaw County Purchasing Division on behalf of the Washtenaw County Trial Court Family Division – Juvenile Center is issuing a Sealed Request for Proposal (RFP) #6154 for Sex Offender Treatment Services.

Sealed Proposals: Vendor will deliver one (1) original and two (2) copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O.Box 8645
Ann Arbor, MI. 48107**

by 2:00 p.m. on Thursday, August 19, 2004

This submission shall include the entire Request For Proposal document and any amendments if issued.

Proposals received after the above cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP # 6154".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter (734) 222-6749 or email strietera@ewashtenaw.org
- Please direct specific technical questions regarding this RFP to Linda Edwards-Brown at (734) 222-6907.

Thank you for your interest.

I. PROPOSAL

- Definitions:**
- "**County**" is Washtenaw County in Michigan.
 - "**Bidder**" an individual or business submitting a bid to Washtenaw County.
 - "**Contractor**" One who contracts to perform work or furnish materials in accordance with a contract.
 - "**Court**" the Washtenaw County Trial Court/Family Division Juvenile Center

Purpose of Proposal:

The purpose of this RFP is to obtain cost and service information related to sex offender treatment services and testing for those persons referred to or ordered by the Family Division for sex offender treatment.

Proposal Terms:

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned in **triplicate**. To be considered, original proposal and two copies must be at the County Purchasing Division on or before the date and time specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

II. CONTRACTOR INFORMATION

The proposal should include all of the following information:

- A. Contractor's Qualifications, years in business.
- B. Length of time you have offered these services.
- C. Number of staff offering these services
- D. Services to be provided as a contractor.
- E. At least four (4) current references:

company name

contact name

phone number

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Washtenaw County Trial Court, Family Division – Juvenile Center Administrator or designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress and will consult with the Family Court Judges or referees as needed on non-administrative case issues.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the Court.

Section 4 - The Court may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the Court.

Section 6 - After reasonable notice to the Contractor, the County or Court may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on January 2, 2005 through December 31, 2007.

ARTICLE V - PERSONNEL

Section 1 - The Contractor will provide the required services and will not subcontract or assign the services without the County and Court's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any

way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.42 per hour with benefits or \$11.06 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2004 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. The Court may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County, the Court and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

IV. SEX OFFENDER TREATMENT SERVICES CONDITIONS

AWARD:

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See "Low Bidder" following), quality of service, the Contractors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

The County intends to award the entire contract to a single Contractor.

LOW BIDDER:

Will be determined by lowest price overall for the services listed. Since there are several methods by which a bidder can price the work, low price will be determined by which price is deemed in the best interest of the county.

TERM OF THE CONTRACT:

The contract is for a three year period. Before the contract can be terminated 90 days notice is required.

V. DESCRIPTION OF SERVICE

Background Information

A. Client Profile: Description of Target Population

1. Eligible youths for whom the contract services are an alternative to out-of-home residential placements or treatment programs.
2. Eligible youths returning from out-of-home residential placements or treatment programs.
3. Eligible youths adjudicated in criminal court and sentenced as juveniles either on probation or returning from out-of-home residential placement.

B. Eligible Client/Determination of Eligibility

1. Referrals shall be made directly to the Contractor by the Washtenaw County Trial Court, Family Division – Juvenile Center. The referral packet will include a referral form; a copy of the court order; police report, and case assessment. The Juvenile Center and Contractor shall jointly determine the eligibility of the client. The clients will normally be between the ages of 10-17, residents of Washtenaw County, who meet one or more of the following criteria:
 - a. Have been adjudicated for criminal sexual conduct offense(s).
 - b. Have expressed responsibility for sexual offense and are determined in need of out-patient sex offender specific treatment.
 - c. Returning from out-of-home residential treatment for sex offenders.
 - d. Have been determined in need of a diagnostic evaluation and supportive counseling services associated with sexual acting out behavior(s).
 - e. Have been determined in need of specific services as an alternative to out-of-home residential/institutional placement or treatment.

C. Description of Type of Services to be Rendered

The Contractor will deliver the following types of services:

1. Psychological evaluations (minimally to include a client interview, parent interview, review of relevant records, intelligence testing, and projective testing) will be conducted at the request of the Juvenile Center on an as needed basis. The Contractor may request permission to conduct a psychological evaluation if needed, to design an effective treatment plan.
 - a) Psychosexual Intake Evaluation, including ERASOR and the Multi-facet Sex Inventory II.
 - b) Special Diagnostic Evaluation, including Psychosexual Intake Evaluation and the Abel Screen for Sexual Interests.

RFP #6154 Sex Offender Treatment Services

2. Initial assessment/evaluation and treatment plan for those persons referred to or ordered by the Juvenile Center. Such services shall include, unless waived by the Juvenile Center, a sex offender specific evaluation, review and interpretation of the results and data, a current estimate of risk of recidivism, and a written report including a treatment plan with goals, objectives, mode and frequency of treatment.
3. Group one will have 5 to 9 youth and two therapists. Group two will have 1 to 4 youth and one therapist.
 - a) Group sessions will be scheduled and held every Wednesday. Any deviations from this schedule will be agreed upon, in writing, by both the Contractor and the Juvenile Center Administrator or his/her designee, in advance of the scheduled session.
4. One 60 to 90-minute family support group per quarter.
5. Individual therapy sessions (60-minutes, face-to-face) for introduction into the group and until an opening occurs when the groups are full.
6. Individual and or family sessions (60-minutes, face-to-face) will be held for those youth whose treatment issues, gender, age or life circumstance, would make a group treatment milieu inappropriate. The decision to exclude a youth from group modality of treatment will be made jointly between assessing clinician and assigned court caseworker.
7. Sixty to 90-minute family therapy sessions to be held in accordance with the delineated treatment needs and goals of the youth, but will occur no less than once per month with each family.
8. The Contractor will provide testimony at Probation Violation hearings at the request of the probation officer.

The Juvenile Center shall provide the following:

1. A meeting place sufficient to hold group sessions.
2. A caseworker to supervise the youth in the community and collaborate with the Contractor to monitor treatment progress and outcomes.

D. Description of Product or Outcome Expected

1. Prevention and reduction of additional criminal sexual offenses committed by participants.
2. Avoidance of out-of-home residential/institutional placement.
3. Reduction of the days of care in out-of-home residential/institutional placement should it occur. (Early returns)
4. Opportunity for victim restoration and healing relationships.

E. Compensation

The Contractor shall submit a monthly invoice to the Juvenile Center. The invoice is to specify the fee charged for each youth, grouped by youth. The invoice will also include the youth's name, date of service provided, type of service and the amount charged for the service.

The Juvenile Center shall pay the Contractor the following fees for services:

1. \$_____per parent group session.
2. \$_____per group session for up to eight (8) youth participants. An additional \$_____ for each youth participant after eight (8).
3. \$_____per psychological evaluation and report received.
4. \$_____ per individual session.
5. \$_____per family session.

The invoice shall be submitted to the Juvenile Center five (5) working days from the end of the monthly billing period. If the billing is not received during this period, no payment shall be made by the County for the billing period unless an exception is specifically authorized by the Juvenile Center Administrator or his/her delegated representative. In no event shall the County make payment to the Contractor for billings submitted more than one hundred and eighty (180) days after the billing period. The County will pay the Contractor for invoices submitted within a given billing period, no later than 30 days after the end of that billing period.

F. Technical Assistance

The Juvenile Center shall, where required, provide training and technical assistance to the Contractor. The Juvenile Center shall also furnish the Contractor with any forms and instructions necessary to carry out the requirements of this Agreement.

G. Performance Records and Program Evaluation Reports

The Contractor shall submit to the Juvenile Center reports that indicate the effectiveness of activities performed under this agreement as indicated below:

1. Psychological evaluation—A comprehensive analysis of the data received (through personal interviews, reports and tests), current risk to the community, and comprehensive treatment recommendations not limited to sex-offender specific treatment.
 - a) The evaluation appointment will be scheduled within two business days of receipt of referral.
 - b) The psychological evaluation will be completed and the report

submitted to the referring caseworker/probation officer within ten business days of receipt of referral (with a goal of completion within five business days, when possible).

2. Initial evaluation – for each youth assessed. Assess the youth’s amenability to treatment and current risk to the victim and the community. Description of youth’s treatment goals, plan to reach those goals, and expected duration of treatment.
 - a) The initial evaluation and orientation session will be scheduled within two days of receipt of the psychological evaluation.
 - b) The initial evaluation and orientation will be completed and the report submitted to the referring caseworker/probation officer within ten business days of receipt of the psychological evaluation (with a goal of completion within five business days, when possible).
3. Monthly progress reports for each youth—to include youth’s and family’s attendance, youth’s and family’s motivation and participation in treatment, youth’s progress in treatment, and any noted increase in risk factors. Reports will be submitted to the supervising caseworker/probation officer by the fifth of the month following the reporting period.
4. Quarterly updated service plans—description of the youth and family’s progress in program, dates of attendance, long-term and intermediate (three-month) treatment goals and methods to reach them, and projected discharge date.
5. “Pre” and “post” treatment evaluation/discharge reports.

H. Client Records

For each eligible client serviced under this Agreement, the Contractor shall maintain and submit to the Juvenile Center client case records consisting of:

1. Date of contact with client.
2. Individual treatment goals with measurable outcomes.
3. Monthly Progress report examining the offender's progress in group session and family work that is relevant.
4. Behavioral checklist assessing the offender’s motivation to comply within the program’s guidelines.
5. A “pre” and “post” test to measure the effectiveness of the program.
6. Other material as may be reasonably specified by the Juvenile Center.

I. Service Documentation

The Contractor agrees to produce program narrative and statistical data to the Juvenile Center at the conclusion of the contract period.

J. Evaluation Criteria

The services provided by the Contractor under this Agreement shall be evaluated by the Juvenile Center on the basis of the following criteria:

1. The Contractor, in coordination with the Juvenile Center, will devise a program evaluation instrument for the purpose of determining the program's effectiveness.
2. The Contractor will monitor client progress and success. The Juvenile Center and the Contractor will meet quarterly to review all aspects of the contract. These meetings are scheduled for 4:00 pm on 1/14/05, 4/15/05, 7/15/05, and 10/14/05 and other meetings will be scheduled for year 2 and year 3 of the contract.
3. The Juvenile Center and the Contractor will jointly review and agree upon the extent to which Item 5, Section D, has been met.

SIGNATURE PAGE

Signature _____	Company Name _____
Print Name _____	Company Address _____
Title _____	City _____ St. _____ Zip _____
Telephone # _____	Fax # _____
Email Address _____	
Federal Tax ID # _____	Partnership <u>CHECK ONE</u> _____
	Non Profit _____
	Profit Corp _____
	Other _____

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.