

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6108

OUTPATIENT GROUP TREATMENT PROGRAM

Prepared by:

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

Anne Strieter, C.P.M.
Senior Buyer





**WASHTENAW COUNTY
FINANCE DEPARTMENT**

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6108

September 22, 2003

Washtenaw County Purchasing Division on behalf of the Washtenaw Community Corrections is issuing a proposal for Outpatient Group Treatment Program.

Sealed Proposals: Contractor will deliver one (1) original and five (5) 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 3:30pm, Wednesday. October 8, 2003

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

- Please use the attached self-addressed label or the envelope should be clearly marked "**SEALED RFP # 6108**".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter C.P.M. at 734-222-6760 or email strietera@ewashtenaw.org
- Please direct technical questions regarding this RFP to Joe Degraff at Community Corrections (734) 973-4716 or email degraffj@ewashtenaw.org

Thank you for your interest.

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I. PROPOSAL SPECIFICATIONS

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.

PURPOSE OF PROPOSAL:

Washtenaw County/City of Ann Arbor Community Corrections is accepting proposals for a Group Treatment Option to be used as a sanction for criminal justice clients who fail to demonstrate consistent abstinence from drug or alcohol use as indicated by an intensive monitoring program. The category of service will be considered Outpatient Group Treatment activities.

FUNDING PRIORITIES

Determination of Priorities

Priorities for substance abuse relapse prevention and treatment funding are determined based on the needs demonstrated by the criminal justice population. Washtenaw County/City of Ann Arbor Community Corrections treatment services priorities align with the information and objectives obtained from the FY 2004 Comprehensive Corrections Plan. The target population for this RFP has been identified as a priority.

OUTPATIENT GROUP Program Description:

The Outpatient Group Program is a minimum of four (4) and a maximum of ten (10) group sessions based on the assessed substance abuse treatment need of the individual. This program will operate Monday through Friday, or at other times convenient for individuals who may be employed or attending education or vocational programs. The objective of the program is two fold: 1) substance abuse treatment and 2) relapse prevention. As part of a broader continuum of services within Washtenaw County / City of Ann Arbor Community Corrections programs, the outpatient group imposes a sanction for evidence of drug use or provides aftercare for jail-based or residential treatment.

The program is expected to provide didactic and therapeutic components to challenge the participant to improve coping skills and identify relapse triggers. This program is expected to approach offenders in a direct, cognitive and confrontational method. Offenders participating in this program will be addressed in a group setting so that the individual is exposed to feedback and support from peers. Potential drug use during treatment will be monitored continuously through Community Corrections drug test unit, and the client may be expected to participate in a range of educational, vocational or cognitive behavioral programming through Community Corrections while in treatment.

Clients may be referred to this program as the result of a substance abuse assessment, or as a sanction for program violations related to positive drug screens or other evidence of substance abuse.

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Target Population

Sentenced and/or unsentenced, non-violent misdemeanor or felon with a history of substance abuse or a current substance abuse charge.

Specific Program Target

An average of 81 individuals per year will require Outpatient Group

Program Capacity

The Average Daily Population is 8

Specific Population Eligibility Criteria

1. Was convicted of OUIL or
2. Was convicted of Probation Violation at an administrative or judicial hearing or
3. Was convicted of a Nonviolent Misdemeanor or
4. Was convicted of a Property Felony (including fraud) or
5. Was convicted of Possession or Delivery of lesser amounts of a controlled substance (MCLA 333.7401 (2) (a) (IV) or 333.7401 (2) (b) (c) (d) (e) (f) or 333.7402(2))
6. Has a current substance abuse treatment need and/or a prior substance abuse history as documented by CDR Assessment.

Operational Procedures

1. The Drug Testing Unit and Community Corrections Supervision Staff will refer participants based on assessed need and/or violations of conditions of programs.
2. Enrollment and completion must occur within specified completion schedules.
3. The vendor will be subject to operational guidelines and policies as developed by the Washtenaw County Community Corrections.
4. Upon completion of the class, the vendor will provide Community Corrections with an individual exit report, which shall include a treatment prognosis, as well as providing the participant with a certificate of completion .

Program Costs

A one-year contract totaling \$20,000 will be released to cover a specified number of Outpatient Group sessions per year. Potential vendor should provide unit costs per Outpatient sessions.

The vendor will be reimbursed monthly upon submission of an invoice for services pursuant to the program description.

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Expected Outcome

We expect 95% utilization of this program with a 60% successful completion rate. Success will be defined by the Program Facilitator and PA 511 Supervision Staff.

Common Program Sanctions

Major violations of the program rules will result in removal from the program with a recommendation for no further participation in PA511 efforts. The non-compliant participant may be recommended for a return to custody. The Program Facilitator and/or Supervision Agent will handle minor noncompliance on a case-by-case basis. The Program Facilitator has the right to remove any individual who is in noncompliance.

Control Systems

Any agency contracting with Washtenaw County is required to have an internal accounting and administrative control system in place which (1) protects against waste, fraud and inefficiency; (2) ensures accuracy and reliability in accounting and operating data; and (3) assures compliance with agency policies. This system should include (a) clear lines of responsibility; (b) subdivision of duties; and (c) a clear separation of accounting functions from custody or access to assets.

INSTRUCTIONS

Please submit your proposal in the following order:

- 1 Completed Cover Sheet
- 2 Narrative for Specific Outpatient Group *(see Format Sample)*
 - Narratives should include an Introductory overview of the agency, Program Description, Detail of Treatment Components including Core Elements and Didactic Elements, Program Goals/Objectives, Program Evaluation and Budget narrative.
 - Cost Component Worksheet
 - Financial Status Report
- 3 Inclusions
 - Current Insurance certificate
 - Articles of Incorporation
 - Board of Directors with addresses
 - Finance Director
 - By-laws
 - Board of Directors Authorized Signature list
 - Current licenses
 - Current Accreditation
 - Last fiscal audit

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RFP REVIEW CRITERIA

The following criteria will be used by the review team to evaluate all proposals submitted for funding:

1. The proposal must contain all of the sections identified in the application instructions.
2. The proposal must demonstrate the ability, capacity, and skill of the bidder to perform the contract in a cost-effective and quality manner. The proposal should support the efficacy of the treatment model, the reputation of the bidding agency and the qualifications of the treatment staff.
3. The proposal shall facilitate continuity of services for clients and shall demonstrate capacity for collaboration with other programs and services of Washtenaw County Community Corrections.

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 Bid" 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.

Term of Contract: The term of the contract will be from October 1, 2003 through September 30, 2004.

Contractual Requirements:

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

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to Community Corrections and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

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

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

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

Section 5 - When applicable, the Consultant will submit a final, written report to the County Administrator.

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

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ARTICLE IV - TERM

This contract begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**.

ARTICLE V- PERSONNEL

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

Section 2 - The Consultant 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 Consultant is neither an employee nor an agent of the County for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant 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 Consultant'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 Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant 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 be unreasonably withheld. Insurance policies shall not contain endorsements or policy

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conditions which reduce coverage provided to Washtenaw County. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant 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 Consultant 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 Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant 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 Consultant 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 CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant 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 Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, 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 Consultant, 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 Consultant.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant 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).

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The Consultant 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 Consultant 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 Consultant, 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 \$9.09 per hour with benefits or \$10.66 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 April 30, 2003 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 - ASSIGNS AND SUCCESSORS

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

ARTICLE XIV - TERMINATION OF CONTRACT

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

ARTICLE XV - EQUAL ACCESS

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

ARTICLE XVI - 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 Consultant. During the performance of the services, the Consultant 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 Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

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ARTICLE XVII - PAYROLL TAXES

The Consultant 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 OR SERVICES

Changes mutually agreed upon by the County and the Consultant, 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.

Acknowledgements: The applicant assures that any statewide press releases, requests for proposals, bid solicitations, program reports, articles, publications and other documents that result from information gathered through use of state or federal funds acknowledge receipt of that support from the Department and/or the appropriate federal agencies.

**Washtenaw County Community Corrections
FY 2001/02 Outpatient Treatment RFP# _____
Proposal Cover Sheet**

Agency Name _____

Address _____

Contact Person _____ Phone _____ Fax _____

License # _____ Facility ___ Individual ___ Federal ID # _____

Check List:

- _____ Cover Sheet
- _____ Narratives
- _____ Treatment Components
- _____ Evaluation Plan
- _____ Budget Summary
- _____ Cost/Funding Detail
- _____ Articles of Incorporation
- _____ Board of Directors Authorized Signature List
- _____ Current Accreditation/Licenses
- _____ Current Insurance Certificate
- _____ Finance Director
- _____ Last fiscal audit

Authorized Signature, Title

Date

PROPOSAL FORMAT SAMPLE

Instructions for Program Description Narrative:

1. **Introduction:** Give a general overview of your agency. Include a general statement regarding the agency's philosophy of substance abuse treatment and history of serving the offender population. Reference licenses, accreditations, community awards or professional acknowledgements the agency has achieved and the qualifications (or criteria used for selection) of treatment staff.
2. **Need Statement:** Describe how the general core elements and didactic topics of your proposal fit the treatment needs of the targeted inmate population. Support the efficacy of the underlying treatment model(s) included in your proposal, drawing from existing research literature and/or documentation of outcomes from existing programs administered by your agency.
3. **Goals/ Objectives/ Activities:** List the Goals, Objectives, and Activities for your proposal. Goals are general statements of what the proposed program intends to accomplish. Objectives provide specific statements describing what will be accomplished, by when, and for whom. Relate how the program activities support achievement of specific objectives and goals using the Goals/Objectives/Activities format from the example below:

Example:

Goal: To raise client awareness of drug and alcohol use, misuse, and abuse.

Objective 1.1: Clients will understand the biopsychosocial effects of their personal use of drugs and/or alcohol

Activities:

- a. Clients will create genograms, which will be used to show the role family substance abuse history may play in client's current use pattern.*
- b. Staff will facilitate client role plays to demonstrate some social consequences of substance abuse.*
- c. The group will process the outcomes of role plays, allowing clients to attach personal significance to these outcomes.*

Include a course curriculum outline and all required inclusions (see cover sheet) as attachments.

4. **Collaboration & Continuity of Service:** How will this proposal facilitate collaboration with the other programs and services of the Washtenaw County Community Corrections system (indicated in the program description) to improve continuity of services to clients?
5. **Evaluation:** How will you know if your program is successful? What outcomes (ways in which clients can be expected to change at conclusion of the program) will you measure? Why?
6. **Budget Summary:** Provide a narrative budget summary highlighting your agency's capacity to provide services in a cost-effective and quality manner.

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GOALS, OBJECTIVES, ACTIVITIES FORMAT

GOAL #1:

OBJECTIVE 1.1:

ACTIVITIES:

- A. _____
- B. _____
- C. _____

OBJECTIVE 1.2:

ACTIVITIES:

- A. _____
- B. _____
- C. _____

GOAL #2

OBJECTIVE 1.1:

ACTIVITIES:

- A. _____
- B. _____
- C. _____

OBJECTIVE 1.2:

ACTIVITIES:

- A. _____
- B. _____
- C. _____

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PROGRAM BUDGET SUMMARY

FE# _____
of _____

Page _____

Program		Code	Budget Period	To	Date Prepared
Local Agency				___ Budget for Original Agreement or ___ Amendment	
Address			Payee Identification No.		
	CATEGORY				TOTAL BUDGET
1	Salaries & Wages				
2	Fringe Benefits				
3	Travel				
4	Supplies & Materials				
5	Contractual (sub-contracts)				
6	Equipment				
7	Other Expenses				
8	TOTAL DIRECT				
9	Indirect Cost: Rate #1 % Indirect Cost: Rate #2 %				
10	Other Cost Distributions				
11	TOTAL EXPENDITURES				
SOURCE OF FUNDS					
12	Fees & Collections				
13	State Agreement				
14	Local				
15	Federal				
16	Other				
17	TOTAL FUNDING				

Completion is a Condition of Funding

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FINANCIAL STATUS REPORT

Contract #

Program		Code	Reporting Period To		Date	
Local Agency			Agreement Period Thru			
Address Zip		City St	Employer ID#			
CATEGORY		EXPENDITURES			AGREEMENT	
		Current Period	Local YTD	Agreement YTD	Budget	Balance
1	Salaries & Wages					
2	Fringe Benefits					
3	Travel					
4	Supplies & Materials					
5	Contractual (sub-contracts)					
6	Equipment					
7	Other Expenses					
8	TOTAL DIRECT					
9	Indirect Costs Rate: ____% Base					
10	Other Cost Distributions					
11	TOTAL EXPENDITURES					
12	Less: Fees & Collections					
13	FUNDS REQUIRED					
SOURCE OF FUNDS						
14	State Agreement %					
15	Local %					
16	Federal					
17	Other					
18	TOTAL FUNDING					
Certification: I certify that I am authorized to sign on behalf of the local agency and that this is a true and correct State ment of expenditures and collections for the report period. _____ Signature Appropriate documentation is available and will be maintained For the required period to support costs and receipts reported.						
		Account Number	Cost Center	Object Code	Amount	
Advance Outstanding – Beginning of Period						
Advance Issued or Applied						
Balance - End of Period						
Message						

Completion is a Condition of Reimbursement