



LANE COUNTY, OREGON

Lane County Sheriff's Office

Lane County Juvenile Treatment Court

**REQUEST FOR QUALIFICATIONS
(FOR ELECTRONIC SUBMISSION)**

Juvenile Mental Health Treatment Services

PROPOSALS DUE:

**5:00 pm, local time
February 17, 2021**

1.0 REQUEST FOR STATEMENTS OF QUALIFICATIONS

Lane County is seeking Statements of Qualifications from qualified Mental Health and Substance Abuse Treatment Providers with interest in and ability to provide services for the Lane County Juvenile Treatment Court.

Responses to this RFQ will be accepted **electronically via email** by the County until 5:00 PM, **local time, February 17, 2021** and must be submitted to:

Debby Haller, Finance Manager
Debby.Haller@lanecountyor.gov

Briefly, the work of this RFQ includes provision of mental health assessments and treatment as well as substance abuse assessment and treatment to participants of Lane County's Juvenile Treatment Court. The contract is dates are expected to be March 1, 2021 through September 30, 2024 though there may be an option to extend for additional periods.

The purpose of this Request for Qualifications (RFQ) is to obtain a short list of potential service providers to work with the Juvenile Treatment Court Team.

Questions regarding this RFQ may be directed to Debby Haller, Finance Manager:

Debby Haller, Finance Manager
541-682-7409
Debby.Haller@lanecountyor.gov

2.0 INSTRUCTIONS FOR SUBMITTING PROPOSAL QUALIFICATIONS

To be considered, responses must be submitted in accordance with these instructions:

1. Include **both** the response information requested in Attachment A **and** the completed and signed Respondent's Statements and Certifications form (Attachment B) and a Sample Treatment Plan (Attachment C).
2. Responses must be submitted as an attachment to an email, submitted to the email address stated above.
3. Unless otherwise stated in this RFQ, responses must be submitted in PDF format only.
4. Responses must not include .zip files, or be more than 30MB in size.

3.0 GENERAL QUALIFICATION REQUIREMENTS

- 3.1 Preparation. Respondents are responsible to read and understand all portions of the RFQ documents, including attachments and addenda, if any, and to include all requirements in their responses.
- 3.2 Equal Employment Opportunity. Respondent must comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations thereunder (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375, and all applicable Oregon statutes and regulations regarding employment.
- 3.3 Qualifications Subject to Oregon Public Records Law. Responses submitted in response to this RFQ become public records under Oregon law and, following contract award, and are subject to disclosure to any person or organization that submits a public records request.

- 3.4 Response Review and Award. In evaluating the qualifications and selecting a contractor, the County reserves the right to waive any informalities, reject any and all qualifications, request additional information, negotiate with any respondent providing a qualification, or issue subsequent requests for qualifications. Award will be made based on the qualification that the County determines offers the best value to the County, considering all factors.
- 3.5 Form of Contract. The selected contractor must execute a standard Lane County contract, a copy of which will be provided to any prospective respondent upon request to the person named above for questions regarding this RFQ.

ATTACHMENT A – SCOPE OF SERVICES AND RESPONSE REQUIRED

A.1 DESCRIPTION AND SCOPE OF SERVICES REQUIRED

The mission of the Lane County Juvenile Treatment Court, is to reduce substance abuse, address mental health issues and delinquent conduct among juvenile offenders by providing them and their families with intensive, comprehensive and individualized services. By helping participants reach their full potential as valued community members, we will build a stronger, safer community. The Court's goals are:

1. To reduce substance abuse among juvenile offenders with a history of significant substance abuse.
2. Develop and attain individualized strategies for success. To develop and implement a comprehensive program that is specific to the treatment needs of each program participant.
3. To reduce delinquent conduct and reduce recidivism among Juvenile Treatment Court participants.
4. To reduce the costs to the community and the state by providing an alternative to long-term placement for probation violators who successfully graduate from the Juvenile Treatment Court Program.

The Juvenile Treatment Court program is operated by a collaborative, interdisciplinary team that has agreed to provide an alternative to traditional criminal justice system case processing with appropriate mental health and substance abuse treatment.

The Juvenile Treatment Court program meets weekly as a multi-disciplinary case management team for individual participants. Treatment providers are expected to participate on the team.

Members of the team agree to be familiar with:

Juvenile Drug Treatment Court Guidelines:

<https://ojjdp.ojp.gov/sites/g/files/xyckuh176/files/pubs/250368.pdf>

Oregon Specialty Court Standards:

<https://www.oregon.gov/cjc/sc/Documents/OregonSpecialtyCourtStandards.pdf>.

- (1) The Mental Health and Substance Abuse Treatment provider will work collaboratively with all team members, including the Court, the District Attorney's Office, Lane County Department of Youth Services, Oregon Youth Authority, Public Defender Services of Lane County, and the Lane County Sheriff's Office.
- (2) The provider will create a treatment/case plan for each participant and refer to other providers to assist in higher level of treatment support and wrap-around services.
- (3) The provider must have the ability to provide two qualified substance use providers, a part-time qualified mental health provider and access to 1.25 hours per week of psychiatry services for Juvenile Treatment Court participants.
- (4) The provider will participant in program evaluation processes to ensure program fidelity and monitoring and adhere to grant requirements.
- (5) Treatment intensity will be outlined by individual treatment plans, in coordination with responsivity (barrier) factors, in partnership with Department of Youth Services and Oregon Youth Authority validated risk assessments to reduce risk for recidivating.
- (6) The provider will enter information into the Court's confidential electronic case management system (called SCMS) and provide updates weekly to the court.

- (7) The provider will attend staffing and court once per week and additional monthly team meetings and any trainings offered through the auspices of Juvenile Treatment Court.

A.2 RESPONSE REQUIRED

Respondents must respond to each of the following items, organized in the order given here, and contained in a document not more than 10 pages in PDF format (nominal 8.5" x 11"), 1.5 spaced, not including the Proposer Statements and Certifications form:

1. References. Not fewer than two current references from partnering agencies worked with for similar services, including name of agency, and name of a contact person familiar with the work, including telephone number and email address.
2. Insurance. Review the County's Insurance Coverages Required schedule included with this RFQ, and state whether respondent will furnish insurance meeting these requirements. List any exceptions to the minimum types and coverages.

A. Qualifications and Experience

1. Describe the mental health and substance abuse treatment services you offer, utilization of evidence-based practices, and availability and tenure of providers. Include wrap-around services and medication management resources.
 - a. Include your availability and capacity to serve juvenile treatment court participants with the funding you have. Do you have funding to serve those on Medicare and Medicaid?
2. Describe your treatment assessment and planning process, frequency of treatment plan updates, and your ability to work in concert and holistically with other providers.
 - a. Describe your ability to offer integrated care to those with any combination of co-occurring disorders.
 - b. Describe your substance use treatment services, utilization of evidence-based practices, and availability and tenure of providers. Include capacity to provide gender specific treatment and drug testing.
3. Describe your familiarity with the criminal justice system in the context of treatment courts and your experience working with patients involved in the criminal justice system.
4. Describe your experience working with interdisciplinary teams.
5. Therapeutic Specialty Courts expect their participants to be flexible and adapt to necessary changes. Describe your ability to work outside of your protocols to ensure that intakes/assessments and therapy take place in a timely fashion ensuring that participants are receiving services as soon as possible.

B. Ability and Capacity to Provide Services and willingness to deliver Evidence-Based Practices to Fidelity

1. Describe your processes to ensure evidence-based standards are being met.
2. Describe average staff tenure to ensure minimum transitions (ex. from one counselor to another) for participants.
3. Are you a Licensed Substance Use Disorder and Mental Health Treatment Agency by the State of Oregon and approved by OHP?

C. Collaboration, Data Reporting, and Evaluation

1. Describe your data collection and reporting processes and systems.
2. Describe your ability to share data with the Court team and evaluator in a timely manner.
3. Describe how your organization currently evaluates client and program success.
4. Describe your experience participating in federally-funded programs, research projects, and your experience reporting on these programs in a timely manner.

EXHIBIT A – SELECTION PROCEDURE AND SCORING

The Review Committee will be comprised of Lane County Juvenile Treatment Court Team members.

Evaluation Process. The selection process for this RFQ will include the procedures identified here:

- Will include evaluation and scoring of initial proposal
- May Will Not (check one) include interviews of top-scored proposers
- May Will Not (check one) include a requirement for additional questions and responses from top-scored proposers
- May Will Not (check one) include competitive negotiations with top-scored proposers

Notwithstanding the selection procedures identified above, the County reserves the right to terminate the evaluation process after completion of any procedural stage when, in the County's sole opinion, further evaluation procedures are not required for the County to identify the proposer whose offer will best suit the interests of the County.

Proposal scoring. The County will score proposals according to the following criteria

<u>Criterion</u>	<u>Points</u>
Qualifications and Experience	50
Ability and Capacity to Provide Services and willingness to deliver evidence Based Practices to Fidelity	20
Collaboration, data reporting and evaluation	30

ATTACHMENT B – RESPONDENT'S STATEMENTS AND CERTIFICATIONS

Respondent's Name: _____

RFQ Title: _____

PROPOSER'S STATEMENTS

Respondent's Offer. Proposer offers to provide the required services in accordance with the requirements of the Request for Qualifications (RFQ) stated above and the enclosed response. The undersigned Proposer declares that the Proposer has carefully examined the above-named RFQ, and that, if this offer is accepted, Respondent will execute a contract with the County to furnish the services of the response submitted with this form. Respondent attests that the information provided is true and accurate to the best of the personal knowledge of the person signing this proposal, and that the person signing has the authority to represent the individual or organization in whose name this response is submitted.

Proposer's Acceptance of Terms and Conditions. By execution of this Form, the undersigned accepts all terms and conditions of this RFQ except as modified in writing in its response, and that the offer made in here will remain irrevocable for a period of 60 days from the date responses are due.

Proposer's Acknowledgement of Public Records Law. By execution of this Form, the undersigned acknowledges that its entire response is subject to Oregon Public Records Law (ORS 192.410–192.505), and may be disclosed in its entirety to any person or organization making a records request, except for such information as may be exempt from disclosure under the law. Respondent agrees that all information included in this response that is claimed to be exempt from disclosure has been clearly identified either in the response, or in an itemization attached hereto. Respondent further acknowledges its responsibility to defend and indemnify the County for any costs associated with establishing a claimed exemption.

ADDENDA

Respondent has received and considered, in the accompanying response, the terms of the following addenda, if any: _____

CERTIFICATIONS

By signing this Respondent's Statements and Certifications form, the undersigned certifies that:

1. Certification of Resident Bidder Status. Respondent is _____ is not _____ (check one) a resident bidder, as defined in ORS 279A.120.
2. Certification of Non-Discrimination. Respondent has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns, or an emerging small business that is certified under ORS 200.055.
3. Certification of Non-Collusion. This offer is made without connection or agreement with any individual, firm, partnership, corporation, or other entity making an offer for the same services, and is in all respects fair and free from collusion or collaboration with any other proposer.
4. Certification of Compliance with Tax Laws. Respondent has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the submission of this response, including:

- a. All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
- b. Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
- c. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

The undersigned, by signature here, acknowledges, accepts, and certifies to the Respondent's Statements and Certifications as stated above.

RESPONDENT

Authorized signature

Respondent's legal business name

Name of authorized signer

Address

Title

Date

Federal Tax ID number

OPTIONAL CONTACT INFORMATION REGARDING THIS SUBMISSION

Contact name

Telephone number

Email address

ATTACHMENT C – SAMPLE TREATMENT PLAN

Provide an example treatment plan illustrating work with other providers.

See Page 2 for new INSURANCE COVERAGES REQUIRED form

NEW as of 8/21/18: Language for additional insured endorsements has changed. It should now read: Lane County, its officers, agents, employees, and volunteers are named as additional insureds.

A newly revised Insurances Coverages Required fillable form follows this message. Just for a quick reference, most contracts will require:

Commercial General Liability (GL) - \$2 million occurrence, \$4 million aggregate

Auto Liability - \$2 million

Both GL and Auto require an **Additional Insured Endorsement**. Most of the time, a blanket endorsement or policy language is acceptable, on the condition that the written contract requires it. Please attach a copy of the endorsement (likely will read something like: When required by written contract or agreement) if provided, or a copy of the policy showing that coverage. Some contracts will still require a scheduled (or named) Additional Insured Endorsement – typically these are high dollar amount contracts or high loss exposure contracts. If you aren't sure, please send me an email and I'll be glad to look at your documents before you send them out.

Workers' Compensation Coverage – is required in the statutory amount (currently \$500,000 in Oregon).

Professional Liability Coverage – is required when the contractor is a professional whose industry has a certain set of standards. A person is expected to provide a certain level of accuracy and professionalism during the performance of their service. This includes physicians, lawyers, counselors, and consultants, among others. **NEW**: Do **NOT** request an Additional Insured Endorsement for Professional Liability coverage! An AI endorsement or coverage could prevent the County from filing legal action to recover losses incurred as a result of the contractor's actions.

Pollution Coverage – is required when there is a possibility of polluting the environment. Pollution Coverage also requires an **Additional Insured Endorsement**.

IF YOU ARE REQUESTING A REDUCTION IN THE STANDARD COVERAGES REQUIRED, please let me know how much work will be performed under the contract (i.e., it's a one-time operation or they will be doing the work every day for a year, etc.), and what the worst-case scenario is (in the event everything that can go wrong does go wrong, will people be injured or killed, what kind of financial loss is the County looking at if we have to "undo" the damage, etc.). Insurance coverage amounts are not based on the monetary value of the contract, but on the amount of loss the County may face if the contractor does something wrong or hurts someone and we are held liable for their actions.

Lisa Lacey, Risk Manager
lisa.lacey@co.lane.or.us
541-682-3971

8/21/18

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

- COMMERCIAL GENERAL LIABILITY WITH ADDITIONAL INSURED ENDORSEMENT** shall include:

Policy must include:

- Commercial General Liability
- Damage to Rented Property (\$50,000)
- Medical Expenses (\$5,000)
- Personal and Advertising (Same as per occurrence)
- Products/Completed Operations (Same as per occurrence)

MINIMUM POLICY LIMITS

- \$2 million per occurrence*/\$4 million aggregate*
- \$ _____ occurrence / _____ aggregate (Amount pre-approved by Risk Management or required by contract)
- Amount required by funding source

Aggregate limits: Per Policy (most contracts) Per Project (construction contracts)

***Umbrella or Excess coverage to increase the policy limits to the required amount is acceptable**

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by Risk Management. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.

- ADDITIONAL INSURED ENDORSEMENT** for general liability insurance coverage is required for performance of this contract. Unless otherwise specified below, blanket additional insured is acceptable and is considered a written contract requirement on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The contract **MUST** include language that the additional insured endorsement is required, and proof of blanket coverage from your policy must be provided either by a copy of your policy or by separate blanket endorsement.

- When this box is checked**, the Additional Insured Endorsement for this contract **MUST** be by scheduled (or named) **endorsement only**, and must read: “

Lane County, its officers, agents, employees and volunteers are named as additional insureds” with respect to Provider's activities being performed under the Contract. The **additional insureds must be named as an additional insured by separate endorsement**, the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract, and the Endorsement must be attached to the COI.

- AUTOMOBILE LIABILITY WITH ADDITIONAL INSURED ENDORSEMENT:** Insurance with limits as specified below. The coverage shall include owned, hired and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agent, and employees as additional designated insureds (CA 20 48 02 99 or equivalent). ***Umbrella or Excess coverage to increase the policy limits to the required amount is acceptable.**

LIMITS* \$2 million combined single limit per accident for bodily injury and property damage
 Amount pre-approved by Risk Management and required by contract: \$ _____
 Amount required by funding source: \$ _____

- WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage. Sole proprietors not subject to Workers' Compensation coverage must complete, execute, and submit the Workers' Compensation Coverage Exemption Statement.

EMPLOYER'S LIABILITY Statutory amount (currently \$500,000 in Oregon, other states may vary)
 Other: minimum of \$1,000,000 when not regulated by statute

- OTHER:** **CYBER** coverage in the amount of \$2,000,000
 PROFESSIONAL LIABILITY coverage: limits not less than \$ _____ (\$1,000,000/occurrence minimum when required). Policy must provide tail/continuous coverage for 24 months from the end of the project.
 POLLUTION LIABILITY coverage: limits not less than \$ _____ (\$1,000,000/occurrence minimum when required). Coverage must be continuous for 24 months from the end of the project and shall include completed operations.
 : limits not less than \$ _____ (\$1,000,000/occurrence minimum unless indicated)
 : limits not less than \$ _____ (\$1,000,000/occurrence minimum unless indicated)

- CERTIFICATE HOLDER:** Lane County, its officers, agents, employees and volunteers, c/o _____

- LANE COUNTY REQUIRES THE COVERAGE TYPES AND AMOUNTS SHOWN ABOVE OR POLICY LIMITS, WHICHEVER IS GREATER.** The policy limits specified above are minimum requirements; Lane County reserves the right to claim up to the policy limits. All coverages are Primary and Non-Contributory with any other insurance and self-insurance. Acceptance of a COI providing less than required coverages does not relieve contractor of the insurance requirements set out above or in the contract. The contractor must notify the County if non-County claims have infringed or impacted the policy. Contractor is required to notify Lane County of any changes to or cancellation of coverage(s) within 24 hours. Contractor is required to provide a copy of the policy to Lane County upon demand.

- DIRECT ALL INSURANCE RELATED DOCUMENTS FOR YOUR CONTRACT TO YOUR CONTACT AT LANE COUNTY; DO NOT DIRECT YOUR DOCUMENTS TO RISK MANAGEMENT AS THIS WILL RESULT IN DELAYS.**

This document is an attachment to and part of your contract with Lane County.

Lane County Risk Management / LCRISKMG@co.lane.or.us