# STAND RFP

### Extended to November 30, 2015

**Request for Proposal (RFP) Title**: Third Judicial Circuit Court, Family Division – Juvenile S.T.A.N.D. Program

**Issue Date**: September 16, 2015, extended October 22, 2015

**Issuing Organization**: This RFP is issued by the Third Judicial Circuit Court, Family Division – Juvenile (the Court). Information regarding the RFP may be obtained from the Deputy Court Administrator's Office, which is located in the Lincoln Hall of Justice at 1025 E. Forest, Detroit, MI 48207 or online at <a href="http://www.3rdcc.org">http://www.3rdcc.org</a>.

Justification for RFP: Presently, subcontractors providing services are presently providing substance abuse treatment and mental health services to meet the needs of participants throughout Wayne County with emphasis in the Detroit area. We are requesting the RFP to seek providers throughout Wayne County to provide therapeutic and recovery services beyond the substance abuse and mental health services presently being provided. Additionally, these services will create family cohesiveness which has depleted as of the effects of chemical dependency. The STAND Program recognizes that while addressing the mental health substance use concerns, providing recovery tools and offering an array of services will reduce the likelihood of the participant returning to criminal behavior and continues the process of becoming a law abiding citizen.

**Purpose**: This RFP is issued to solicit proposals from interested and qualified contractors who wish to be considered as the provider for some or all of the services supporting the S.T.A.N.D. Program.

Eligibility: The Court will not entertain any proposal from a contractor who is affiliated with the Court. The contractor shall certify that the contractor presently has no personal or financial interest, and shall not acquire any such interest, either direct or indirect, that would conflict in any manner or degree with the performance of the services under this RFP, and that in the performance of any contract resulting from this RFP, no persons having any such interest shall be employed. The contractor shall also certify that the contractor does not have any of the following relationships with any judge of the Court, the Executive Court Administrator, or any other court employee: spouse, child, parent, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, or father-in-law; unless otherwise identified. Finally, the contractor shall certify that no officer, member, or employee of the Court or other public official who exercises any functions or responsibilities in the review or approval of the proposals under this RFP, has any personal or

financial interest, direct or indirect, in this RFP or in the proceeds of any contract arising out of the RFP.

#### **Submittal Information:**

- A. Form: The Court does not require the response to the RFP (the Proposal) to be in any particular format. However, the Proposal must be in writing on 8.5" x 11" paper with 1" margins. The Proposal shall use 12-point unreduced Times New Roman font.
- B. Where; The original and six (6) copies of the Proposal shall be placed into an envelope, sealed, and delivered to the Third Judicial Circuit Court, Executive Court Administrator's Office, Room 711 Coleman A. Young Municipal Center, Two Woodward Avenue, Detroit, MI 48226. The sealed envelope should be clearly marked: "Response to Request for Proposal for Third Judicial Circuit Court, Family Division Juvenile S.T.A.N.D. Program."
- C. When: The Proposal must be received in the Executive Court Administrator's Office on or before November 30, 2015 at 4:00 p.m. EDT. A Proposal received after this time and date may not be considered by the Court.
- D. Technical Assistance for the RFP: To ensure that interested parties may accurately respond to this RFP, they may email questions regarding the RFP, the services to be provided under the RFP, and the requirements of the RFP to Richard Smart, Deputy Court Administrator Family Division Juvenile at <a href="mailto:Richard.Smart@3rdcc.org">Richard.Smart@3rdcc.org</a>. All questions must be received before September 28, 2015 at 4:00 p.m. EDT to receive a response. Answers will be posted on the Court's website, <a href="http://www.3rdcc.org">http://www.3rdcc.org</a>, by October 2, 2015 4:30 p.m. EDT.

#### S.T.A.N.D Program

The mission of the S.T.A.N.D. Program (Supervised Treatment for Alcohol and Narcotic Dependency) is to address a juvenile's substance abuse and delinquent behavior by utilizing therapeutic jurisprudence and case management to develop, coordinate, and monitor the juvenile's treatment.

The S.T.A.N.D. Program, which consists of four phases, addresses a juvenile participant's delinquent behavior through the principles of therapeutic jurisprudence. The program assists the participant to achieve and maintain sobriety and to restore or establish positive family, peer, and other social relationships. In addition, participants develop an understanding of and build a foundation towards a healthy lifestyle. Through the use of tutors, mentors, vocational and college preparation, job readiness and interviewing training, and volunteer activities, participants prepare themselves to succeed academically and professionally. Finally, through the use of positive peer groups and alumni groups, the program permits participants to develop and maintain relationships while "paying it forward" within the program and to like-minded peers who seek to live positive, healthy, sober, and law-abiding lives.

The phases take participants where they are found and seek to develop the strengths needed to achieve the goals enunciated above. For example, Phase I is the most intensive phase. It provides the most "services" to the participant and seeks to develop the basics of a sober lifestyle. Phase I focuses on identifying and addressing the substance abuse, mental health, and health needs of the participant and providing programming to assist the participant to achieve sobriety and to step away from the delinquent conduct that led to the court involvement. In Phase II, the program builds upon the participant's sobriety and introduces elements of health and fitness to assist the participant to develop a sober, healthy lifestyle. Phase III seeks to expand the participant's horizons by preparing the participant to live a law-abiding lifestyle through a host of academic, social, mentoring, and volunteer programs. Finally, in Phase IV, a participant prepares for graduation and life after the S.T.A.N.D. program. By focusing on the progress made in the program and the need for the participant to take responsibility for his or her life, Phase IV seeks to empower the participant to move forward in sobriety to live a positive life free of court oversight or supervision.

#### **Essential Services to be Provided**

The successful contractor shall provide some or all of the following services pursuant to a federal SAMHSA Grant:

## **Substance Abuse Treatment Services**

Cannabis Youth Treatment Series (CYT) Volume 1 and 2

Family Support Network (FSN) for Adolescent Cannabis Users

Global Appraisal of Individual Needs (GAIN) assessment tool

#### **Mental Health Services**

Mental health Screenings

Mental health assessments

Crisis Management

Wraparound Services (for youth with mental health disorders to individualize services and supports with recovery support services)

Psychiatric Diagnostic Interview Examination

Psychiatric Diagnostic Management

#### **Other Therapeutic Services**

Anger Management

Domestic Violence

**Conflict Resolution** 

Art Therapy

**Smoking Cessation** 

### **Recovery Support Services**

Gender Specific Groups (recovery related topics)

Peer Support groups

Pro-social Activities (recreational, music, etc.)

### **Health and Wellness**

Physical conditioning

Health Education

Engagement Activities (medication management and family training)

Self Esteem and Life skills

### **Academic Preparation and Building**

Educational Advocate – (IEP)

**Tutoring** 

Vocational and College preparation

Youth employment, job readiness, and placement services

### **Continuity of Care/Resources**

Community based services for adolescents (14-17)

### **Transportation**

Services will be available on-campus at the Lincoln Hall of Justice (LHJ) and off-campus at locations throughout Wayne County. Providers should offer programming that is culturally diverse and assists participants and their families to address the underlying causes of the participant's substance abuse and delinquent behavior and prepares them to transition to a successful, sober post-program life.

#### **Privacy and Data Protection**

The Proposal must contain a comprehensive data protection security plan. This includes meeting HIPPA and Title IV requirements to safeguard the information obtained in the performance of this contract. In addition, the contractor shall only employ staff who have passed background checks in compliance with governing federal and state law and grant requirements.

#### **Pricing Information**

A proposal shall provide for an initial contract term of one year with one additional one year option that will automatically renew unless a party affirmatively objects to the renewal in writing at least 30 days prior to the expiration of the term. The Proposal may provide for an hourly session rate or other alternate payment proposal that permits the Court to reasonably calculate the actual cost for services warded under the alternate funding proposal. The Proposal shall include pricing information that reflects and identifies any discounts awarded to government agencies. Any contract entered into under this RFP shall be conditioned upon available funding.

### **Review of Proposal and Criteria for Evaluation of Proposals**

The Court's Chief Judge or his or her designee(s) will review all timely submitted Proposals. The Chief Judge will select a contractor or contractors from the reviewed Proposals with whom the Court will negotiate the terms of a contract to provide the identified services.

In selecting a Proposal, the Court will consider the submission(s) that most effectively demonstrate(s):

- 1. An ability to competently provide the services required by the RFP with appropriate service level criteria, including:
  - a. Cost. Bidders are not to inflate prices in the initial proposal, as cost is a factor in determining who may receive an award;
  - b. Adequacy and completeness of Proposal;
  - c. Compliance with the terms of the RFP; and
  - d. Methodology proposed to accomplish identified services.
- 2. An expertise as shown by past experience in providing the proposed services;
- 3. Relevant references; and
- 4. An ability to provide such services at the most efficient overall cost to the Court.

The Court may accord such weight to the foregoing factors as the Court, in its sole and exclusive discretion, deems to be in its best interests. The Court reserves the right to select the Proposal(s) from the most responsible, capable, experienced potential contractor(s) with the most sensible cost.

The Court reserves the right to accept or reject any and all Proposals received as a result of this RFP. It further reserves the right to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the Court. The solicitation of the RFP shall not commit the Court to award a contract.

The Court is not obligated to accept all aspects of any Proposal offered in response to the RFP. The contents of the Proposal of a submitting party may become a contractual obligation, if a contract is entered into with that party. Failure of a submitting party with a successful offer to accept this section may be grounds for rejection of the Proposal and cancellation of a tentative award.

All materials received in response to this RFP shall become the property of the Court and will not be returned to the submitting party. Regardless of whether and which contractor(s) is/are selected, the Court reserves the right to use any information presented in a Proposal unless a party designates the information proprietary. Each response page containing the proprietary information must be clearly stamped "Proprietary Information." The Court will attempt to restrict such information from disclosure; however, the Court shall not be liable for any accidental or inadvertent disclosure of the proprietary information.

The Court may determine if it is in its best interest to seek a "Best and Final Offer" from potential contractors submitting acceptable and/or potentially acceptable Proposals. The "Best and Final Offer" would provide a submitting party the opportunity to amend or change its Proposal to make it more acceptable to the Court. The Court reserves the right to choose whether or not to exercise this option.

The Court may require submitting parties to make a presentation of their Proposal. This opportunity would provide the submitting party the ability to clarify its Proposal to ensure mutual understanding of the work to be completed. Such presentations, if required, should be prepared simply and economically to provide a clear and concise description of the submitting party's ability to meet the RFP requirements. The presentation should emphasize the completeness and clarity of the Proposal. The Executive Court Administrator's Office will schedule these presentations as required by the Court.

The Court is not liable for any cost incurred by submitting parties in the preparation of a Proposal and/or presentation. Any costs incurred by a submitting party prior to the approval and execution of a contract with the Court are the sole responsibility of the submitting party.

The contract, when prepared, will be subject to review and approval by the Court to ensure compliance with existing laws, ordinances, regulations, and Court policies.

Services anticipated under this RFP should commence, upon approval by the Court, on November 2, 2015 or as soon thereafter as is practicable. The successful contractor(s) is/are solely responsible for meeting all terms and conditions specified in this RFP, its Proposal, and

any resulting contract. The successful vendor(s)may not subcontract any portion of the resulting contract to any other firm, entity, or person without the written approval of the Chief Judge or his/her designee.

The Court reserves the right to have any contractor personnel removed from the project upon demand and to receive the substitution of comparable personnel in the place of those removed. The Contractor shall not remove key personnel from the project without written authorization of the Court.

### **Independent Contractor Status**

The relationship of the Contractor, its employees, representatives, contractors, or agents with the Court shall be that of an independent contractor.

#### Indemnification

The Contractor agrees to defend, indemnify, and hold harmless the Court from any and all lawsuits, claims, liabilities, losses, and damages of any nature, including the expenses of litigation and attorney fees, that may arise or be alleged to have arisen as a result of the acts or omission of the Contractor, its employees, representatives, contractors, or agents in the performance of any contract that may be entered into as a result of this RFP.

### **Civil Rights**

Contractors for this project must comply with all federal, state, and local civil rights and equal employment opportunity laws.

### **Compliance with Other Laws**

The Contractor agrees to comply with all applicable federal, state, and local laws, ordinances, regulations, guidelines, and other authority in carrying out the terms of any contract issued pursuant to this RFP. This includes compliance with the Electronic Health Records Systems and record retention requirements when applicable. The Contractor shall also comply with all applicable general administrative requirements, such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of any contract resulting from this RFP, as well as providing assurance concerning debarment and suspension under 45 CFR Part 76.