

Third Judicial Circuit Court of Michigan for Wayne County, Michigan Request for Proposal for Substance Abuse Treatment Services for Participants in the Supervised Treatment For Alcohol and Narcotic Dependency (STAND) Program in the Juvenile Section of the Family Division

Issue Date: January 23, 2023

Pre-Proposal Question Deadline: February 10, 2023

Pre-Proposal Answers to Questions posted: March 3, 2023

Proposal Deadline: March 24, 2023

Proposal Submission Format: Electronic Proposal Submitted to
STANDRFP@3rdcc.org

Proposal Contact: ToieLynn Smith Phone (313) 833-4777 Email:
STANDRFP@3rdcc.org

Description: The Third Judicial Circuit Court of Michigan (“Court”) requests proposals from organizations to provide specified services as described below for parents in the Court’s Family Division-Juvenile Section. Selected organizations will serve as Independent Contractors.

The Request for Proposal (RFP) includes an application and is available online at 3rdcc.org. From time to time, the Court may update this RFP and supporting documents. Applicants are responsible for any additional information, changes, and addenda regarding this RFP posted on the Court website at www.3rdcc.org through the proposal deadline. Please email any questions to the contact address provided in this document.

Questions regarding the substance of this RFP or scope of services must be submitted via email to the Proposal Contact no later than the Pre-Proposal question Deadline indicated above. Answers will be posted on the Court website on

Interested parties must submit a completed electronic proposal on or before the Proposal Deadline indicated above to STANDRFP@3rdcc.org. A late proposal will not be accepted – NO EXCEPTIONS.

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SECTION 1--INSTRUCTIONS

1. Communications: In an effort to create an unbiased procurement process, the Court has established a single point of contact to be used by Interested Parties. From the issue date of this RFP until the Court selects a successful applicant, all requests or contacts with Court Personnel for clarification or additional information regarding this RFP or the evaluation process must be made solely through the Proposal Contact listed on the cover page of this RFP. **No contact regarding this RFP process with other Court employees is permitted.**

A violation of this provision is cause for the Court to reject an proposal. Upon discovering that a violation has occurred, the Court reserves the right to reject any proposal or terminate any contract awarded pursuant to this RFP.

2. Pre-Proposal Information and Questions: The Court will evaluate each timely submitted proposal on its merit and completeness of all requested information. In preparing proposals, Interested Parties are advised to rely only upon the contents of this RFP, the accompanying documents, and any written clarifications or addenda issued by the Court. If an applicant finds a discrepancy, error, or omission in the proposal package, or requires a clarification of it, the applicant is requested to notify the Proposal Contact so that written clarification may be posted on the RFP's page at www.3rdcc.org. All questions must be submitted in writing to the Proposal Contact before the Pre-Proposal Question Deadline listed on the front of this document. All answers will be issued in the form of a written addendum. The Court is not responsible for and is not bound by any oral representations inadvertently made by staff.

3. Request for Proposal Modifications: Clarifications, modifications, or amendments may be made to this RFP at any time prior to the Proposal Deadline at the discretion of the Court. It is the Interested Party's responsibility to periodically check the Court's webpage at www.3rdcc.org until the posted Proposal Deadline to obtain any issued addenda.

4. Proposal Submission: To be considered, the proposal must be prepared in the manner and detail specified in this RFP.

- a. Proposals must be submitted digitally to STANDRFP@3rdcc.org, on or before the date and time indicated as the deadline.
- b. Proposals received after the above deadline will not be accepted. The time stamp on the email shall serve as the official time of receipt.

- c. The opening of an proposal does not constitute the Court's acceptance of the submission as a qualifying proposal.
- d. Submission of a qualifying proposal establishes a conclusive presumption that the applicant is thoroughly familiar with the terms and conditions of this RFP and the Independent Contractor Agreement. A qualifying proposal signifies that the applicant understands and agrees to abide by the attached contract and each of the stipulations and requirements contained therein.
- e. All costs incurred in the preparation and presentation of the proposal, as well as any resulting contract, are the organization's sole responsibility. The Court will not reimburse such costs to any organization. All documentation submitted with the proposal becomes the property of the Court.

5. Proposal Signatures: Each signature on a proposal represents a binding commitment upon the organization to provide the services offered to the Court under the terms specified in this RFP, if the applicant is determined to be among the most responsive and responsible respondents. Applicants may use either a written or digital signature as provided at MCR 1.109(E).

6. Contract Award: The Court reserves the right to withdraw this RFP or to award contracts to any number of qualified applicants. The Court may waive informalities in the proposal if it is in the Court's interest. The applicants to whom the contracts are offered will be notified at the earliest possible date. A contract award is contingent upon the availability of funds, as determined solely by the Court. Acceptance of an proposal does not constitute a binding contract. Failure to accept the terms and conditions of the Court's **Independent Contractor Agreement** may deem the organization non-responsive.

7. Proposal Modifications: An Interested Party may clarify, modify, or amend a submitted proposal prior to the Proposal Deadline Date only within the discretion of the Court and with the written approval of the Proposal Contact.

8. Rejection: The Court reserves the right to accept or reject any or all proposals, and to waive any minor informality or irregularity in proposals received, if it is determined that the best interests of the Court will be served by doing so.

9. Compliance with Laws: The applicant must comply with all federal, state, and local laws and policies including, but not limited to:

- i. The Michigan Civil Rights Act;
- ii. The Persons with Disabilities Act;
- iii. The Age Discrimination Act;
- iv. Section 504 of the Rehabilitation Act; and
- v. Title VII of the Civil Rights Act of 1964

10. Non-Discrimination: The Court will not contract with any organization or person that discriminates against employees or applicants for employment because of any factor not related to job performance. Applicants must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. If the Court permits a subcontract of services, Applicants must include in their subcontract provisions that prohibit subcontractors from discriminating in their employment practices.

11. Disqualification of Applicants: Any one or more of the following causes may be considered sufficient for the disqualification of an proposal and the rejection of the Proposal: (a) lack of competency as revealed by past work; (b) lack of responsibility as shown by past work; (c) insufficient staffing/support; (d) lack of financial strength; and/or (e) insufficient insurance.

12. Discussions: The Court may contact applicants in order to clarify and assure full understanding of, and conformance to, the solicitation requirements.

13. Applicant Responsibilities: Applicants must be capable of providing all services as described under SECTION 2 – SCOPE OF WORK and must maintain these capabilities throughout their performance under the **Independent Contractor Agreement**. The Court will consider the signators for the successful applicants to be the sole points of contact with regard to contractual matters unless a different contact person is identified. Successful applicants will be responsible for all services in this RFP whether they are provided or performed by the successful applicants or subcontractor(s). The Court must approve in writing any proposed subcontractor prior to the successful applicant permitting the subcontractor to perform any services established by this Agreement. Successful applicants are responsible for all payments and liabilities arising under this Agreement. This includes any payments and liabilities to any approved subcontractor(s).

14. Disclosure of Contents: All information provided in the proposal shall be held in confidence and shall not be revealed or discussed with other applicants except as provided by law or court decision.

15. Financial Strength: The Applicant must, to the satisfaction of the Court, demonstrate its financial ability to carry out the obligations set forth in this RFP. Financial statements audited in accordance with accounting principles generally accepted in the United States must be submitted for the last two (2) years to ensure that the Applicant is financially capable to fulfill the terms of the contract.

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SECTION 2--SPECIFICATIONS AND SCOPE OF WORK

I. Introduction

A. Issuing Court

This Request for Proposal (hereinafter, RFP) is issued by the Third Judicial Circuit of Michigan (“the Court”) through the Executive Court Administrator’s Office located in Room 711, Coleman A. Young Municipal Center, Two Woodward Avenue, Detroit, Michigan 48226. Copies of this RFP may be obtained on-line at <https://3rdcc.org>.

B. General Purpose

The purpose of this RFP is to solicit proposals from providers throughout Wayne County. We are requesting the RFP to seek substance abuse and mental health 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 while addressing 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.

The successful contractor shall provide some or all of the following services pursuant to a federal Office of Juvenile Justice and Delinquency Prevention Grant, State Court Administrative Office Grant and the Child Care Fund:

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)

Psychiatric Diagnostic Interview Examination

Psychiatric Diagnostic Management

Other Therapeutic Services

Anger Management

Domestic Violence

Conflict Resolution

Smoking Cessation

Transcendental Meditation

Recovery Support Services

Gender Specific Groups (recovery related topics)

Peer Support groups

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

Drug Screening Services

Health and Wellness

Physical Conditioning

Health Education

Engagement Activities (medication management and family training)

Self Esteem and Life Skills

Academic Preparation and Building

Education Foundation Groups

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.

1. Transportation to and from Case Conference Hearings
2. Transportation to and from Treatment Sessions
3. Transportation to and from Pro-social events
4. Transportation to and from Community Service
5. Transportation to and from Assessments
6. Transportation to and from Mentoring Services
7. Transportation to and from After-care Services

C. Background

The judicial resources of the Juvenile Section include the Presiding Judge of the Juvenile Section, five other Juvenile Section judges, and thirteen Juvenile Section referees. The judges and referees are divided into “teams” comprised of one referee associated with a particular judge. With the exception of preliminary examinations, all other proceedings will be conducted by the judicial teams.

II. Nature of Work

A. General Requirements

1. Comprehensive Data Protection Security Plan

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

Providers should offer programming that is diverse and inclusive that assists participants and their families with addressing the underlying causes of the participant’s substance abuse and delinquent behavior

and prepares them for a transition into a successful, sober post-program life.

2. Conflicts of Interest

In performing the duties outlined in this RFP, the Applicant shall perform a conflict of interest search within seven days of the initial appointment and notify the Court of any conflict before the service is performed. Notification of the conflict of interest to the Court shall be by written notification. If the conflict of interest is later discovered, the Applicant shall immediately notify the Court by written notification.

B. Term

A proposal shall provide for an initial contract term of one year. 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 awarded 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. The successful bidder will have the option to renew the Agreement for a period up to two (2) additional years. The Court reserves the right within its sole discretion to extend or terminate a contract as needed.

III. Procedure for Submission

A. Form and Contents

1. The contents of a proposal must include the following: a Detailed Plan for Delivery of Services: pricing; staffing; organizational structure, and experience.
2. The Detailed Plan for Delivery of Services shall contain the following sections:
 - a. The Applicant's detailed plan for delivery of the requested services and supplemental supporting services.
 - b. Pricing:

Building on the service delivery plan outlined above, proposals must explain the charges associated with the services and the total cost for the delivery plan.

c. Staffing/Organizational Structure:

The plan shall explain the organization of the Applicant, including services provided by therapists and non-therapists. The description of the Applicant's organizational structure should include:

1. The names of staff who are associated with the Applicant's organization.
2. A statement indicating the training and experience related to the field that each of the Applicant's will perform under this RFP.
3. A statement indicating that the Applicant will obtain and maintain the required professional liability insurance for the corporation or association performing services under any contract issued pursuant to this RFP.

d. Insurance:

The Applicant must agree that upon being awarded a contract under this RFP, the Applicant will name the Court as a co-insured on any policy of professional liability insurance for services delivered under the contract. The Court retains discretion to reject Proposals where the amount of liability insurance is insufficient. The policy must be a minimum of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate for each staff member performing under the contract.

e. Experience:

A description of the experience delivering the services described in Section 2(c)(3) (above) by the Applicant and any other staff used in the performance of the contract.

f. Financial Strength

The Applicant must, to the satisfaction of the Court, demonstrate its financial ability to carry out the obligations set forth in this Request for Proposal. Financial statements audited in accordance with the

accounting principles generally accepted in the United States must be submitted for the last two (2) years to ensure that the applicant is financially capable of fulfilling the terms of the contract.

3. Assurances and Certifications

a. Indemnification:

A provision in which the Applicant agrees to indemnify the Court, its judges, and/or its personnel against all liability and costs for all claims made against the Court and/or its judges and/or personnel for claims arising out of the delivery of services under this RFP or performance or nonperformance by the Applicant or any of its personnel of any contract arising out of this RFP.

b. Independent Contractors:

The Applicant agrees that the Applicant and any of its employees or agents shall be deemed Independent Contractors of the Court for all purposes. The Court shall not be responsible for any additional payments of any nature. This includes salary or any other form of compensation, insurance or benefits provided by the Applicant to its employees or agents.

c. Compliance with Federal and State Law:

A provision under which the Applicant agrees that in performing any contract entered into as a result of this RFP, the Applicant shall conduct its operations in accordance with all federal or Michigan civil rights statutes, including but not limited to Title VII of the Civil Rights Act of 1964, the Michigan Civil Rights Act, and the Michigan Persons with Disabilities Civil Rights Act.

d. Conflict of Interest:

A provision under which the Applicant certifies that it neither has any interest, nor will it subsequently acquire one, that would give rise to a conflict of interest between itself (including its staff, professionals and paraprofessionals) and the Court or any judge in the Juvenile Section, and that none of its principals or officers is a relative of a judge or administrator of the Court as set forth in the

provision of the Michigan Supreme Court Administrative Order 2016-5.

e. Accounting:

A provision in which the Applicant agrees to maintain full and complete books, ledgers, or accounts or records that reflect its operations with respect to any contract entered into as a result of this RFP for seven years following the conclusion of the contract. The Court shall have the right to examine and audit the records during this period.

B. Manner and Place of Submission

Interested parties must submit a completed electronic proposal on or before the Proposal Deadline indicated above to STANDRFP@3rdcc.org. The subject line shall state "Proposal for Services for Juveniles." A late proposal will not be accepted—NO EXCEPTIONS.

C. Format of Proposal

Interested parties shall format the proposal to reflect the following standards: 8 ½" x 11" paper, 12 point font, and double spaced.

D. Deadline for Submission and Award

Proposals shall be submitted to the Court by March 24, 2023, at which date the Court will begin to review any proposals submitted to it. It is anticipated that the Court will enter into one or more contracts under this RFP no later than May 26, 2023. However, if the Court finds that there are insufficient qualified proposals, it retains the right to reopen the process.

IV. Review of Proposals

A. Review Procedure

1. The Court's Chief Judge or his or her designee(s) will review all timely submitted Proposals. This may include the Presiding Judge of the Juvenile Section. At the end of the review process, the Chief Judge will select one or more Applicants with whom the Court will enter into a contract, see attached, based on the Applicant's Proposal.

2. The award of one or more contracts under the RFP shall be based on an evaluation of an Applicant's ability to competently and economically provide the services required by this RFP as reflected in the proposal, including, but not limited to, an evaluation of:
 - a. The expertise, training, and past experience in providing services in matters listed in this RFP in general and in particular in Wayne County.
 - b. The appropriateness of the plan for the delivery of services as contained in a Proposal and whether it sufficiently conforms to the organization of the Juvenile Section as described in the RFP.
 - c. The provision of the services required under this RFP at the most economical and effective cost.
 - d. The financial strength of the Applicant as a measure of the Applicant's ability to deliver services throughout the term of the Agreement.
3. In the sole and exclusive discretion of the Court, the Court shall evaluate each Proposal and accord such weight to the foregoing factors and the other factors contained in the Proposal, as the Court deems to be in the best interests of the parties appearing before the Court or at risk of appearing before the Court. No one factor shall necessarily be determinative.
4. The contents of a Proposal, if accepted by the Court, may, in the Court's discretion, become part of the contract that the Court enters into with the Applicant. In the event that the Court deems a Proposal to be generally acceptable, the Court reserves the right to enter into a contract with the Applicant on the basis of the Proposal, even if the terms of the contract ultimately entered into with the Applicant are not contained in a Proposal or are contrary to the terms of a Proposal.

Assistance

Written questions regarding this RFP should be directed to the Court dedicated email address at STANDRFP@3rdcc.org.

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