

GENESEE COUNTY PURCHASING DEPARTMENT

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CINDY CARNES

Purchasing Manager

August 4, 2014

GENESEE COUNTY REQUEST FOR PROPOSALS #14-014

Sealed proposals will be received until 11:00 a.m. (EDT), Tuesday, September 23, 2014, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for YOUTH DAY TREATMENT SERVICES FOR THE GENESEE COUNTY 7th CIRCUIT COURT.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

DUE DATE: TUESDAY, SEPTEMBER 23, 2014 @ 11:00 AM

PROPOSAL REQUEST NUMBER: 14-014

Alternate review of proposal can be done at Buy4Michigan.com.

Open Market Bid Number: 303714B0002838

<u>Cíndy Carnes</u> CINDY CARNES, PURCHASING MANAGER

bid2\2014\14-014 Attachments

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RFP #14-014 YOUTH DAY TREATMENT SERVICES FOR GENESEE COUNTY CIRCUIT COURT

SECTION 1. INSTRUCTIONS TO PROPOSERS

- 1. Sealed proposals will be received until 11:00 a.m. (EDT), Tuesday, September 23, 2014 at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., closed noon to 1:00 p.m. for lunch, closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.
- 2. Submit one (1) original hardcopy (1) copy and one (1) electronic copy of your proposal to the Genesee County Purchasing office. The proposal must include a signature on the Signature Page of a person authorized to make a binding offer. The proposal response must consist of one copy in electronic format on a CD/DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Each copy must be identical to the original. All proposals become the property of Genesee County. Failure to provide the required number of duplicate copies may result in rejection of your proposal.
- 3. **Buy4Michigan** an alternate review of proposal request can be done at **Buy4Michigan.com**. Open Market Bid 303714B0002838. <u>Proposals may not be submitted at the Buy4Michigan site for this offering</u>.
 - a. Requests for proposal and opportunities to bid on products and services required by Genesee County can be found on the website www.Buy4Michigan.com. This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFQ and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.
 - b. You must register at the site to participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.
 - If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 AM through 8:00 PM EST. To register for access to Genesee County bids, please go to https://www.buy4michigan.com/bso/login.sdo and click on Register https://www.buy4michigan.com/bso/external/fidCheck.jsp.
- 4. The County's Standard Proposed Contract is attached to this RFP (see Attachment 1.). After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract or this RFP must be clearly set forth in your proposal

- and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract unless those changes are requested in your proposal.
- 5. All prospective offerors shall be responsible for routinely checking the Genesee County Purchasing Department website (http://www.gc4me.com/departments/purchasing/open_bids.php) for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective offeror to obtain addenda and other information issued at any time, related to this RFP.
- 6. The County of Genesee requires a signed Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract. The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.
- 7. Preference for Genesee County Businesses and Veteran-Owned Businesses:
 Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals, Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
- 8. <u>Proposal Format</u>: Proposals must be submitted in the format outlined in **SECTION**6. **INFORMATION REQUIRED FROM PROPOSERS**) to be deemed responsive.

SECTION 2. STANDARD TERMS AND CONDITIONS

- Genesee County Purchasing Regulations: All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, Michigan, 48502.
- 2. <u>Evaluation and Award</u>: The contract will be awarded to the responsible offeror whose proposal is determined to be most advantageous to the County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all bids, to waive any informality or irregularity in any bid, and to negotiate with the apparent successful offeror in the best interest of Genesee County.
- 3. <u>Discussion with Responsible Offerors and Revisions to Proposals</u>: Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Unless otherwise

indicated in the Request for Proposals, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.

- 4. <u>Cancellation; Rejection of Proposals</u>: The Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.
- 5. Receipt of Proposals: It is solely the responsibility of the offeror to assure the timely receipt of its proposal at the location indicated in the bid announcement. LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE WILL NOT BE CONSIDERED.
- 6. <u>Tax</u>: Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
- 7. Non-Discrimination: The successful propser/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.
- 8. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
- 9. Conflict of Interest: Each offeror, by submitting a bid, represents that the offeror has no knowledge that any employee, representative or agent of the offeror is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the offeror.
- 10. Inspection: All goods are received subject to inspection and testing. If goods are defective or fail to meet the bid specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
- 11. <u>Offeror's Representations</u>: Each offeror, by submitting a proposal, represents as follows:

- 1) That the offeror has read and understood the RFP documents and has submitted its proposal in accordance therewith;
- 2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;
- That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.
- 12. <u>Independent Contractor</u>: Offeror agrees that if awarded a contract, it shall be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.
- 13. Insurance: Each offeror must submit a completed Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
- 14. <u>Indemnification</u>: The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
- 15. Warranty: The offeror warrants that all goods and services furnished under a contract resulting from the RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the offeror.
- 16. Applicable Law: Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
- 17. **Right to Inspect:** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
- 18. Right to Audit: Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract.

Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.

19. <u>Safety:</u> Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that "presumed asbestos containing materials" ("PACM") exist in these buildings.

Animal Shelter
County Administration Building
County Courthouse

Galliver Building
Mt. Morris 67th District Court Building

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

SECTION 3. ADDITIONAL TERMS AND CONDITIONS

- 1. <u>Issuing Office</u>: This RFP is issued by the Genesee County Purchasing Department on behalf of the 7th Circuit Court of Michigan, Family Division. The contact person is Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, (810) 257-3030 and ccarnes@co.genesee.mi.us.
- Questions & Inquiries: All questions regarding this RFP shall be submitted in writing and received no later than Tuesday, September 9, 2014 by 12:00 p.m. (EDT), to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
- 3. Addenda: Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (http://www.gc4me.com/Purchasing/currentbids.htm.). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.

- 4. **Proposal Considerations:** All costs incurred in the preparation of a response to this RFP or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP.
- 5. Responsive Proposals: To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format provided on pages 16-18 INFORMATION REQUIRED FROM PROPOSERS. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
- 6. **Proposal Modifications:** Clarifications, modifications, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.
- 7. <u>Withdrawal of Proposal</u>: Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
- 8. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
- 9. Right To Reject: Genesee County reserves the right to reject any and all proposals received in response to this RFP.
- 10. <u>Disclosure</u>: All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. <u>In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than **Tuesday**, **September 9, 2014 by 12:00 p.m. (EDT)**, to the Genesee County Purchasing Department as listed above.</u>
- 11. Errors, Omissions, And Discrepancies: If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived.
- 12. <u>Best and Final Offers</u>: Discussions may be undertaken with those proposers whose proposal, based on the evaluation criteria stated herein, has been

determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best and final offers.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any proposal will be disclosed until the completion of negotiations and revision of proposals (Best and Final Offers).

The contract that may be entered into will be awarded based on the proposal response and, where applicable, the Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this RFP.

- 13. <u>Prime Contractor Responsibilities</u>: The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 14. **Non-Assignability**: The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
- 15. <u>Independent Contractor</u>: It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
- 16. <u>Subcontracts</u>: The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all subcontractors.
- 17. <u>Statement of Exceptions</u>: The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
- 18. Acceptance of Proposal Content: It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.

- 19. <u>Termination for Misrepresentation</u>: If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
- Acceptable Deviations: The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.

SECTION 4. SCOPE OF WORK

A. Program Overview

The Genesee County 7th Circuit Court is in need of structured risk focused treatment for youth ages 12-17 provided in a day treatment model. A maximum of up to 20 youth per day is anticipated to be served. The day treatment model should be designed to provide a structured environment and include evening hours of service. Services will be provided for moderate to high risk youth who have been deemed appropriate for community-based treatment. The ultimate goal is to provide education, target causes of crime and decrease offending behaviors.

All services provided should be comprehensive, highly structured, and developmentally appropriate. <u>Evidenced-based treatment models are preferred.</u> <u>Family involvement is essential</u>.

Programming should be designed to provide services separately to youth deemed high risk/high need versus youth who are moderate risk/moderate need. Individualized treatment plans should be developed in conjunction with court, clinical and educational staff within 30 days of youth enrollment, with periodic but frequent updates. Program discharge should be mutually agreed upon. A written discharge summary must be received, minimally, 5 business days prior to youth's release.

<u>Meals and transportation are necessary components</u>. Program site(s) should be centrally located.

It is understood that one agency may not be able to meet the varying needs of youth; therefore, partnerships are strongly encouraged. Proposals should be creative yet include the core requirements listed in this proposal.

The Court will provide technical assistance as needed. Court staff, and court contractual staff, will frequently conduct site visits in an effort to aid in successful enrollment, transition, compliance, reintegration and after care.

Initial contract will be awarded for one year and based upon performance, four (one-year) renewals may be granted. The Court reserves the right to cancel the contract with a 30-day written notice to the award recipient.

Payment for services will be based upon monthly reimbursement and determined by units of service provided. There will be no reimbursement when direct service is not provided. The Court designee shall be provided a monthly invoice due by the 5th of the following month which includes the information contained in Attachment A. Reimbursement and contract continuation is subject to the availability of funding.

The awarded Contractor will be expected to frequently participate in team meetings with various stakeholders to help ensure program success and continuously improve program services. Topics to explore include, but are not limited to, eligibility criteria, program handbook, program rules, dress code, addressing mental health needs, after care, behavioral concerns, security, and extended transportation needs.

The awarded Contractor will produce an annual report which measures and reports program outputs and outcomes. Outcomes shall include recidivism rates up to 2 years post program discharge. It is expected that the awarded Contractor will improve outcomes over time.

Services to be provided include the following:

B. Program Orientation

- All participating youth and their family should be oriented and informed of Program services and expectations. It is expected that the youth and his/her family shall:
 - Attend Orientation
 - Provide contact information
 - Be willing to fully participate in a mutually agreed upon treatment plan and accomplish goals set forth in conjunction with clinical, educational and court staff in an effort to reduce inappropriate youth behavior
 - Commit to attend all education and treatment sessions and fully participate
 - Provide evaluative feedback
- 2. Orientation should be held within 3 business days of referral request with flexible time slots conducive to employment and school schedules.

 Orientation should be designed to include participation from all partners working with youth and family.
- 3. The Contractor shall have an available location for youth/family contact which is centrally located, with accommodations made for those without adequate transportation and/or those who do not have access to public transportation.
- The Contractor shall provide facility access and office space for court staff and court contractual staff.

- 5. The Contractor shall develop, in conjunction with clinical, educational and court staff, including other partner agencies, a treatment plan within 30 days of enrollment with periodic, frequent updates. Discharge summaries must be completed 5 business days prior to youth's release. A proposed treatment plan and discharge summary must be provided as an attachment to this proposal.
- 6. The Contractor shall develop, in conjunction with appropriate partner agencies, an education plan that addresses youth's current status, needs, and goals within 30 days of enrollment with periodic updates. A proposed education plan must be provided as an attachment to this proposal.

C. Intervention

Interventions will be provided to youth having varying levels of court involvement. Program access points may include:

TRADITIONAL: Youth required to attend as a condition of probation and expected to engage in full-day programming, including educational and treatment services.

EVENING REPORTING: Provides additional supervision after school. Youth will utilize day treatment services for evening treatment engagement as they attend their neighborhood school during day hours but require structured evening activities.

YOUTH RE-ENTRY: Youth who are transitioning from residential placement will engage in day treatment programming prior to returning to their neighborhood school.

- 1. <u>Education</u>: The contractor shall provide year-round certified classroom instruction with the ability for youth to earn credits in core subject areas. Credit recovery programming is an appropriate adjunct.
- 2. <u>Educational services</u> may be provided on-site, or in partnership with existing educational institutions. Proposals should include responses to the following questions as they relate to education services:
 - a. Describe the ability to meet special education needs.
 - b. Describe the grade levels of education that will be provided.
 - c. Explain the student/teacher ratio.
 - d. Explain the use of Para-professionals.
 - e. Explain the process for obtaining appropriate documents from schools that youth were previously enrolled in.
 - f. Describe your comprehensive education evaluation process.
 - g. Describe the process and frequency of producing progress reports; official report cards; and official transcripts.
 - h. Describe Parent/Teacher conferences.

- 3. Therapy: The contractor shall provide individual, group and family counseling in a developmentally appropriate format including case management services when needed. Explain in the proposal the amount of clinical therapy provided to youth and/or families. Evening parenting groups/classes is an appropriate adjunct. Additional consideration will be given to those using evidenced-based treatment practices designed to address trauma and reduce criminal thinking and behavior.
- 4. <u>Substance abuse treatment</u>: The contractor shall provide substance abuse treatment to specific youth identified through assessment to need substance abuse treatment services. <u>Additional points will be given to those using evidenced-based substance abuse treatment models.</u>

As treatment services are provided to youth and families, please note that high risk youth should receive at least 200 hours of structured risk focused treatment, whereas moderate risk youth should receive at least 100 hours.

Recommendations for treatment services for court involved youth include cognitive behavior therapy, including trauma-focused modalities of care. Recommendations for treatment services for parents/caregivers of court involved youth include curriculums that promote family affection and communication, family monitoring and supervision, and improvement in family problem solving.

- 5. Proposals should include responses to the following questions as they relate to treatment services:
 - a. Describe the treatment curriculum. Is it standardized and/or manualized?
 - b. Explain staff certifications in the treatment modality being offered.
 - c. Explain how developmental differences will be addressed?
 - d. Describe how services provided link to the reduction of future criminal behavior.
 - e. Explain how staff turnover will be addressed to ensure minimal disruption to treatment progress.
 - f. Explain the family engagement and integration process.
 - g. Explain quality assurance checks and program fidelity maintenance.
 - h. Explain procedures for ensuring effective communication with all partners.
 - i. Explain the behavioral indicators used for successful completion/program advancement.
 - j. Explain your system of rewards/incentives.
 - k. Indicate the days/hours services are available including location site(s).
- 6. The above listed core services are mandatory, however, additional services will be considered. Suggested adjunct services include:

- Recreation
- Tutoring/Homework help
- Mentoring (life skills and occupational)
- Vocational programming/job preparation
- Pro-social community service work
- Drug testing
- Substance abuse education
- Health education
- Saturday services
- 7. The Contractor shall track all attendance, or lack thereof, including cancelled and rescheduled sessions. Attendance documentation shall be accurately tracked and input into a designated case management information system within 24 hours of scheduled appointment.
- 8. The Contractor shall have the technology and ability to utilize a webbased case management information system for reporting requirements, including input of weekly case notes. The award recipient will receive training on use of the system shortly after award notification.
- 9. The Contractor, and any partner agencies, may be required to obtain a user's license to gain access to the designated case management information system. User's license is subject to a nominal annual fee of no more than \$250.00.
- 10. The Contractor shall provide a proposed monthly progress report, including all required documentation, as an attachment to this proposal.

D. Program Length

The Contractor shall describe in the submission a proposed program length keeping in mind both education and treatment goals. Program length may vary dependent upon individual youth and family needs, but shall include a documented statement of need to be approved by the Court.

E. Performance Measurements

- 1. The Contractor shall compile an Annual Report which measures the following statistical information. The award recipient will receive additional information on how data is to be reported.
 - a. Number of youth served annually
 - b. Average length of program participation
 - c. Average number of credit hours attained from: (a) classroom instruction; (b) credit recovery
 - d. Average number of treatment sessions/chair hours provided to:

- (a) youth; (b) family
- e. Annual number of successful and unsuccessful completions
- f. Aggregate annual drug test results (if provided)
- g. Post completion outcomes
- 2. The Contractor shall submit an annual roster of youth served each fiscal year, including name, DOB, race, sex, zip code, entry date, and exit date. Roster will be used to determine and share recidivism information.
- 3. Report and roster shall be due annually by November 1st of each year which will be for the reporting period October 1 through September 30.

F. REIMBURSEMENT BILLING INVOICE

Information reported to the Court by the 5th of each month for services rendered the prior month shall include:

- 1. Billing Month and Year
- 2. Admit date
- 3. Discharge date
- 4. Youth's full name and descriptive information (i.e.: docket number, date of birth, gender, race)
- 5. Monthly summary of service type accessed by client, including date(s) of service and total number of units provided.
- 6. Cost extension for each youth
- 7. Grand total

SECTION 5. MINIMUM QUALIFICATIONS OF PROPOSER

In order to qualify for contract award, a proposer shall have the capability in all respects to provide a youth day treatment services and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to the availability of the appropriate financial, material, equipment, facility, personnel, ability, and experience necessary to meet all contractual requirements. All proposers shall include a narrative that addresses these qualifications in the submitted proposal.

Genesee County reserves the right to investigate the qualifications and experience of any prospective Contractor for the purpose of determining the ability of a prospective proposer to provide the services as desired. Proposer shall have the following minimum qualifications:

- A. <u>Core Competency</u>: The proposer must be licensed in the State of Michigan to perform the services required in this solicitation. In addition, the proposer must be able to demonstrate quality care and presentation of youth day treatment services for 7th Circuit Court, Family Division as indicated in this solicitation.
- B. <u>Years of Experience</u>: All proposers must list years of qualifying, direct experience, and have a minimum of **five (5) years** experience with proven effectiveness in working directly with delinquent or troubled youth. This experience

shall include administering a treatment program and education program. Additional consideration will be given to prospective proposers which have utilized evidenced based treatment modalities and practices.

- a. Describe the experience and success your organization has in providing the services referenced above. Describe the organization's experience and knowledge with utilizing evidence based treatment modalities and practices.
 - 1. Include quantifiable outcomes which prove past effectiveness in providing services to the target (or similar) population group.
- b. If your organization has not had experience providing services to troubled or delinquent youth, describe the population groups you have served, and explain why the experience is relevant.
 - 1. Include quantifiable outcomes which prove past effectiveness in providing services to the target (or similar) population group.
- C. <u>Professional Experience & Qualifications</u>: The Proposer must have qualified and trained staff, clinical supervisors and clinical therapists shall have a Masters degree in Social Work, Psychology or other related field. In addition, the Proposer must have the capability to supervise and monitor the program ensuring satisfactory provision of services. The proposer shall explain the education level and experience of those administering direct services to youth.
- D. <u>Compliance with completing and disclosing staff criminal background</u>
 <u>checks</u>: Proposer shall complete a full criminal background check on any staff working directly with youth and families, and make available to the Court upon request.
- E. <u>Ability to Set Up and Perform</u>: The Proposer must have a proven ability for a contract start-up within one month of contract award. Describe how the Youth day treatment services as listed in Scope of Work will be accomplished.
- F. <u>Financial Stability</u>: Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation. A credit check may be performed by Genesee County.

SECTION 6. INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

Qualified individuals or firms interested in providing the services described herein are required to submit a complete (responsive) proposal for consideration. The proposal shall address the items listed below. Failure to provide all requested items may be sufficient cause for rejection of proposal as non-responsive. Proposals should be creative yet include the minimum requirements listed the Section 4. Scope of Work and the Section 5. Minimum Qualifications of Proposers.

- A copy of RFP #14-014 (Cover letter through page 38). Consisting of the following:
 - a. Proposal submitted by the due date and time.

- b. One (1) original and one (1) hard copy of the proposal.
- c. One (1) copy of the proposal in electronic format.
- d. <u>Completed Signature Page</u>
- e. <u>Executed Insurance Checklist</u>
- f. <u>Completed Reference Page</u>: The proposer shall submit a list of three (3) references, including name of institution, address, contact person, email address and telephone number. A minimum of two (2) of these references must be youth related. Genesee County reserves the right to obtain information regarding the ability of any prospective Contractor to perform and contact references. Such information shall be taken into consideration in evaluating proposals.
- g. <u>Demonstration of Financial Stability</u>: Submit with the proposal your organization's most recent financial audit, annual compiled financial statements or annual consolidated financial statements. If the company is a subsidiary or a division of a corporation, the relationship of the Proposer must be clearly delineated in the proposal.
- 2. <u>Qualifications and Prior Experience</u>: Include a narrative addressing Section 5. Minimum Qualifications of Proposers. The proposer must provide the following information for all staff to be involved with the program:
 - The level of relevant staff's educational attainment. Note that a Masters degree in Social Work, Psychology or other related field, is desired for clinical supervisors and clinical therapists.
 - Licensure and board certification, where applicable,
 - Skill inventory,
 - Continuing education credits, staff development programs(s), or special preparation.
 - Identify staff responsible for performing proposed services. Provide Resumes,
 - Identify administrative staff, their functions, qualification(s) and experience. Provide Resumes.
- 3. <u>Background Checks</u>: Describe your process for conducting background checks on all paid staff and volunteer workers.
- 4. <u>Statement of the Project</u>: State in precise terms, in no less than 25 words, your understanding of the project as presented in this RFP and specifically Section
- 5. <u>Program Overview</u>. In addition, please reference the firm's core competencies as it relates to providing the services required as part of this solicitation.
- 6. <u>Management Summary</u>: Summarize the approach that will be taken to fulfilling the requirements of the RFP as referenced in Section 4. Scope of Work. The proposer shall highlight the requirements underlined in section 4. In addition, the proposer shall include the required submittals underlined in Section 4. Scope of Work.
- 7. <u>Work Plan</u>: Describe in narrative form a description of the proposed effort and of the services that will be delivered along with a technical plan for accomplishing the work. Include in the work plan the timeframe or schedule your plan would adhere to. Indicate the number of labor hours you have allocated for each task, including meetings, phone calls, planning sessions, monitoring, and screenings.

- a. Provide an estimate of the number of clients for whom your agency is able to provide services.
- b. Identify any geographic area(s) within Genesee County that your services are bound to, or limited within.
- c. Provide a listing of your current caseload, categorized by nature of cases.
- d. Describe your proposed system(s) for performing and documenting contacts, intake, assessment, referral, and outcomes procedures.
- e. Describe your ability to maintain consistent, confidential, accurate and systematic techniques for Recordkeeping and Reporting.
- f. Provide a listing of the various agencies your organization anticipates referring eligible clients for services. Briefly describe your organization's history or familiarity with these agencies.
- g. Include any other information that is believed to be pertinent but not specifically asked for elsewhere.
- 8. <u>Financial Cost Proposal</u> based on a maximum of up to 20 youth per day:
 - Give a rate per hour for the services and and/or activities to be provided by type.
 - b. Give a set fee for Orientation
 - c. Include in the proposed rate(s):
 - d. A cost breakout for non-administration personnel cost. List the classification (job title) and give a salary and fringe benefit breakout for each classification in the computation of the non-administration cost. If multiple personnel classifications are used, give a salary and fringe breakout for each classification.
 - e. A cost breakout for administration personnel cost. List the classification (job title) and give a salary and fringe benefit breakout for each classification in the computation of the administration cost. If multiple personnel classifications are used, give a salary and fringe breakout for each classification.
 - f. Include a cost breakout for any miscellaneous costs (direct or indirect, overhead, supplies and materials) used in constructing the unit of service cost or the set cost for orientation.
 - g. Transportation costs show costs for transportation if applicable to your proposal.
 - h. Meal costs show the costs for client meals proposed by your firm.

SECTION 7. CONTRACT INFORMATION

Initial contract will be awarded for one year and based upon performance, four (one-year) renewals may be granted. *See Attachment 1 for the Professional Services Contract. Proposed rates for subsequent years must be submitted to the Genesee County contract administrator by July 1st of the year prior to the renewal. The cost for the extended period will be agreed upon by Genesee County, and the Service Provider, and will be based on future funding from the State, and allocations made available, if any, for this service by Genesee County.

SECTION 8. EVALUATION AND AWARD PROCEDURE

All proposals shall receive a fair and impartial evaluation by Genesee County per the evaluation criteria stated below. Prior to the issuance of a contract, the apparent successful offeror and/or short listed qualified firms may be interviewed or required to provide a presentation of their proposal as a condition of contract award.

EVALUATION CRITERIA

The RFP/Contract will be awarded to the offeror(s) who submitted the proposal that is most advantageous to the Genesee County and 7th Circuit Court of Michigan, Family Division. All proposals will be evaluated based on the following criteria listed in order of importance.

- 1. Demonstration of historical working relationship in juvenile justice. (18 points)
- 2. Demonstration of education and treatment services provided to court-involved, Genesee County youth including organizational knowledge, experience, and expertise in evidence-based practices. (14 points)
- 3. Demonstration of qualified staff and capacity to perform the desired quality services. (12 points)
- 4. Timely provision of all services, and services available during non-traditional hours. (12 points)
- Centralized location, along with a satellite office or availability of transportation for non-centralized clients including those without ready access to public transportation. (15 points)
- 6. Proposed cost, feasibility of budget, and current financial stability. Proposed cost should include a unit rate for each service provided and a proposed length of service for each unit. (15 points)
- 7. Ability to electronically manage data and provide statistical information. (6 points)
- 8. Ability to maintain accurate record keeping and submit timely reimbursement invoices including back-up documentation. (5 points)
- 9. Professional References. (3 points)

SIGNATURE PAGE GENESEE COUNTY RFP #14-014

The undersigned represents that he or she:

1.	is duly authorized to make binding offers on behalf of the company,			
2.	has read and understands all information, terms, and conditions in the RFP,			
3.	has not engaged in any collusive actions with any other potential proposers for this RFP,			
4.	hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,			
5.	acknowledges the following addenda issued as part of the RFP:			
Name	e (Typed):			
Signa	ture:			
Title:				
Comp	pany:			
Date:				
Contact Person				
Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this RFP.				
CONTAC				
E-MAIL				
MAILING	Anness			

PHONE

MAILING ADDRESS

Fax

GENESEE COUNTY INSURANCE CHECKLIST

RFP Title: YOUTH DAY TREATMENT SERVICES FOR GENESEE COUNTY CIRCUIT

COURT RFP Number: 14-014 **Limits (Figures denote minimums)** Coverages Required X 1. Workers' Compensation Statutory limits of Michigan \$100,000 accident/disease X 2. Employers' Liability \$500,000 policy limit, disease Including Premises/operations with no X 3. General Liability exclusion of sexual harassment or abuse \$1,000,000 per occurrence with \$2,000,000 aggregate \$1,000,000 per occurrence with \$2,000,000 X 4. Professional liability aggregate X 5. Products/Completed operations \$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable] \$1,000,000 combined single limit each X 6. Automobile liability accident-Owned, hired, nonowned X 7. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the X 8. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements) X 9. The certificate must state bid number and title **Insurance Agent's Statement** I have reviewed the requirements with proposer named below. In addition: ____ The above policies carry the following deductibles: Liability policies are **occurrence** claims made Insurance Agent Agent Signature **Proposer's Statement** I understand the insurance requirements and will comply in full if awarded the contract. Proposer's Signature Proposer

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the bid. Modifications to this checklist may occur prior to the bid, or after the bid has been released. To the degree possible, all changes will be made as soon as feasible.

REFERENCES

List 3 references

1. Company/Institu	tion Name	
Description of Serv	vices Provided	
Address		
Contact Name	Phone Number	E-mail Address
2. Company/Institu	tion Name	
Description of Serv	vices Provided	
Address		
Contact Name	Phone Number	E-mail Address
3. Company/Institu	tion Name	
Description of Serv	vices Provided	
Address		
Contact Name	Phone Number	E-mail Address
Submitted by:		

ATTACHMENT 1. PROFESSIONAL SERVICES CONTRACT

YOUTH DAY TREATMENT SERVICES FOR GENESEE COUNTY CIRCUIT COURT

This Agreement for Professional Services (the "Agreement") is made this ___ day of ______, 2014, by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Contractor Name, a State Entity, whose principal place of business is located at Contractor Address (the "Contractor") (the County and the Contractor together, the ("Parties").

1. Agreement and Authority

This Agreement is entered into pursuant to RFP # 14-014 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution #_____ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the "Board") and shall be effective for a one (1) year term (the "Initial Term").

2.2 Extension Terms

The Board has the option to extend this Agreement for up to four (4) additional one year terms (the "Extension Terms").

3. Purpose

The Genesee County Circuit Court is in need of structured risk focused treatment for youth ages 12-17 provided in a day treatment model. The day treatment model should be designed to provide a structured environment and include evening hours of service. Services will be provided for moderate to high risk youth who have been deemed appropriate for community-based treatment. The ultimate goal is to provide education, target causes of crime and decrease offending behaviors.

4. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

5. Compensation

The Contractor shall be paid according to the rates identified on Exhibit B. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as reports. The County will pay the Contractor within thirty (30) days of the County's acceptance of the invoice and supporting documentation.

6. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

7. Contract Administrator

The contract administrator for this Agreement is Diane Melton of the 7th Circuit Court of Michigan (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Agreement. The Contractor agrees to provide a copy of all notices related to this Agreement to the Contract Administrator.

8. Reporting Requirements

During the term of this Agreement, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit C.

9. **Inspection and Acceptance**

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

10. Warranties and Indemnification

The Contractor warrants that:

- 10.1 The Services will be performed in a good workmanlike manner and in accordance with generally acceptable practices in the industry.
- 10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.

- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.
- 10.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability arising out of the Contractor's breach of these warranties.

11. Suspension of Work

11.1 Order to Suspend Performance

Upon written order of the Director, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Director has directed that the Services be suspended.

11.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Director of the nature of such harm, injury, or damage, and obtain the Director's written authorization to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Director pursuant to this paragraph are compensable.

12. Termination

12.1 Termination for Cause

If the Contractor is in breach of any provision of this Agreement, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Agreement. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Agreement constitutes a threat to public health, safety, or welfare, the County may terminate this Agreement immediately upon notice to the Contractor.

In addition for any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

13. Equipment Purchased with County Funds

13.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

13.2 Conveyance to the County

Upon the County's request at the termination of this Agreement for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement.

14. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons

with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

15. Freedom of Information Act

This Agreement and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

16. **Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall become the property of the County upon termination of this Agreement. Upon the County's request, the Contractor agrees to convey all rights to and ownership of any intellectual property to the County.

17. Audit Rights

17.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

17.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

17.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

17.4 Records Retention

The Contractor agrees to maintain any business records related to this Agreement or the Contractor's performance under this Agreement for a period of at least three (3) years after final payment.

18. Insurance Requirements

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist contained in RFP #14-014. Further the contractor shall keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy. The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified below, and including the County as an additional insured.

19. **Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

20. General Provisions

20.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein.

20.2 No Assignment

The Contractor may not assign or subcontract this Agreement without the express written consent of the County.

20.3 Modification

This Agreement may be modified only in writing executed with the same formalities as this Agreement.

20.4 Binding Effect

The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

20.5 Headings

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

20.6 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

20.7 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

20.8 Interpretation

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

20.9 Remedies

All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Contractor fails to abide by the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

CONTRACTOR NAME	GENESEE COUNTY
By: Name of Contractor Signatory Title of Contractor Signatory	By: Jamie W. Curtis Chairman of the Genesee County Board of Commissioners
	Approved as to Form and Legality
	By: Genesee County Corporation Counsel

EXHIBIT A Services

Genesee County Circuit Court, Family Division Statement of Work Day Treatment Services

DAY TREATMENT SERVICES

The Genesee County Circuit Court is in need of structured risk focused treatment for youth ages 12-17 provided in a day treatment model. The day treatment model should be designed to provide a structured environment and include evening hours of service. Services will be provided for moderate to high risk youth who have been deemed appropriate for community-based treatment. The ultimate goal is to provide education, target causes of crime and decrease offending behaviors.

All services provided should be comprehensive, highly structured, and developmentally appropriate. Evidenced-based treatment models are required. Family involvement is essential.

Programming should be designed to provide services separately to youth deemed high risk/high need versus youth who are moderate risk/moderate need. Individualized treatment plans should be developed in conjunction with court, clinical and educational staff within 30 days of youth enrollment, with periodic but frequent updates. Program discharge should be mutually agreed upon. A written discharge summary must be received, minimally, 5 business days prior to youth's release.

Meals and transportation are necessary components. Program site(s) should be centrally located.

It is understood that one agency may not be able to meet the varying needs of youth; therefore, partnerships are strongly encouraged. Proposals should be creative yet include the core requirements listed in this proposal.

The Court will provide technical assistance as needed. Court staff, and court contractual staff, will frequently conduct site visits in an effort to aid in successful enrollment, transition, compliance, reintegration and after care.

Initial contract will be awarded for one year and based upon performance, four (one-year) renewals may be granted. The Court reserves the right to cancel the contract with a 30-day written notice to the award recipient.

Payment for services will be based upon monthly reimbursement and determined by units of service provided. There will be no reimbursement when direct service is not provided. The Court designee shall be provided a monthly invoice due by the 5th of the following month which includes the information contained in Attachment A. Reimbursement and contract continuation is subject to the availability of funding.

The awarded Contractor will be expected to frequently participate in team meetings with various stakeholders to help ensure program success and continuously improve

program services. Topics to explore include, but are not limited to, eligibility criteria, program handbook, program rules, dress code, addressing mental health needs, after care, behavioral concerns, security, and extended transportation needs.

The awarded Contractor will produce an annual report which measures and reports program outputs and outcomes. Outcomes shall include recidivism rates up to 2 years post program discharge. It is expected that the awarded Contractor will improve outcomes over time.

Services to be provided include the following:

A. Program Orientation

- 1. All participating youth and their family should be oriented and informed of Program services and expectations. It is expected that the youth and his/her family shall:
 - Attend Orientation
 - Provide contact information
 - Be willing to fully participate in a mutually agreed upon treatment plan and accomplish goals set forth in conjunction with clinical, educational and court staff in an effort to reduce inappropriate youth behavior
 - Commit to attend all education and treatment sessions and fully participate
 - Provide evaluative feedback
- 2. Orientation should be held within 3 business days of referral request with flexible time slots conducive to employment and school schedules. Orientation should be designed to include participation from all partners working with youth and family.
- 3. The Contractor shall have an available location for youth/family contact which is centrally located, with accommodations made for those without adequate transportation and/or those who do not have access to public transportation.
- 4. The Contractor shall provide facility access and office space for court staff and court contractual staff.
- 5. The Contractor shall develop, in conjunction with clinical, educational and court staff, including other partner agencies, a treatment plan within 30 days of enrollment with periodic, frequent updates. Discharge summaries must be completed 5 business days prior to youth's release. A proposed treatment plan and discharge summary must be provided as an attachment to this proposal.
- 6. The Contractor shall develop, in conjunction with appropriate partner agencies, an education plan that addresses youth's current status, needs, and goals within 30 days of enrollment with periodic updates. A proposed education plan must be provided as an attachment to this proposal.

B. Intervention

Interventions will be provided to youth having varying levels of court involvement. Program access points may include:

TRADITIONAL: Youth required to attend as a condition of probation and expected to engage in full-day programming, including educational and treatment services.

EVENING REPORTING: Provides additional supervision after school. Youth will utilize day treatment services for evening treatment engagement as they attend their neighborhood school during day hours but require structured evening activities.

YOUTH RE-ENTRY: Youth who are transitioning from residential placement will engage in day treatment programming prior to returning to their neighborhood school.

- 1. <u>Education</u>: The contractor shall provide year-round certified classroom instruction with the ability for youth to earn credits in core subject areas. Credit recovery programming is an appropriate adjunct.
- 2. Educational services may be provided on-site, or in partnership with existing educational institutions. Proposals should include responses to the following questions as they relate to education services:
 - a. Describe the ability to meet special education needs.
 - b. Describe the grade levels of education that will be provided.
 - c. Explain the student/teacher ratio.
 - d. Explain the use of para-professionals.
 - e. Explain the process for obtaining appropriate documents from schools that youth were previously enrolled in.
 - f. Describe your comprehensive education evaluation process.
 - g. Describe the process and frequency of producing progress reports; official report cards; and official transcripts.
 - h. Describe Parent/Teacher conferences.
- 3. Therapy: The contractor shall provide individual, group and family counseling in a developmentally appropriate format including case management services when needed. Explain in the proposal the amount of clinical therapy provided to youth and/or families. Evening parenting groups/classes is an appropriate adjunct. Additional consideration will be given to those using evidenced-based treatment practices designed to address trauma and reduce criminal thinking and behavior.
- Substance abuse treatment: The contractor shall provide substance abuse treatment to specific youth identified through assessment to need substance abuse treatment services. Additional points will be given to those using evidenced-based substance abuse treatment models.

As treatment services are provided to youth and families, please note that high risk youth should receive at least 200 hours of structured risk focused treatment; whereas moderate risk youth should receive at least 100 hours.

Recommendations for treatment services for court involved youth include cognitive behavior therapy, including trauma-focused modalities of care. Recommendations for treatment services for parents/caregivers of court involved youth include curriculums that promote family affection and communication, family monitoring and supervision, and improvement in family problem solving.

- 5. Proposals should include responses to the following questions as they relate to treatment services:
 - a. Describe the treatment curriculum. Is it standardized and/or manualized?
 - b. Explain staff certifications in the treatment modality being offered.
 - c. Explain how developmental differences will be addressed?
 - d. Describe how services provided link to the reduction of future criminal behavior.
 - e. Explain how staff turnover will be addressed to ensure minimal disruption to treatment progress.
 - f. Explain the family engagement and integration process.
 - g. Explain quality assurance checks and program fidelity maintenance.
 - h. Explain procedures for ensuring effective communication with all partners.
 - i. Explain the behavioral indicators used for successful completion/program advancement.
 - j. Explain your system of rewards/incentives.
 - k. Indicate the days/hours services are available including location site(s).
- 6. The above listed core services are mandatory, however, additional services will be considered. Suggested adjunct services include:
 - Recreation
 - Tutoring/Homework help
 - Mentoring (life skills and occupational)
 - Vocational programming/job preparation
 - Pro-social community service work
 - Drug testing
 - Substance abuse education
 - Health education
 - Saturday services
- 7. The Contractor shall track all attendance, or lack thereof, including cancelled and rescheduled sessions. Attendance documentation shall be accurately tracked and input into a designated case management information system within 24 hours of scheduled appointment.
- 8. The Contractor shall have the technology and ability to utilize a web-based case management information system for reporting requirements, including

- input of weekly case notes. The award recipient will receive training on use of the system shortly after award notification.
- 9. The Contractor, and any partner agencies, may be required to obtain a user's license to gain access to the designated case management information system. User's license is subject to a nominal annual fee of no more than \$250.00.
- 10. The Contractor shall provide a proposed monthly progress report, including all required documentation, as an attachment to this proposal.

C. Program Length

The Contractor shall describe in the submission a proposed program length keeping in mind both education and treatment goals. Program length may vary dependent upon individual youth and family needs, but shall include a documented statement of need to be approved by the Court.

EXHIBIT B Fee Schedule

EXHIBIT C Reports Provided by the Contractor

REIMBURSEMENT BILLING INVOICE

Information reported to the Court by the 5th of each month for services rendered the prior month shall include:

- 1. Billing Month and Year
- 2. Admit date
- 3. Discharge date
- 4. Youth's full name and descriptive information (i.e.: docket number, date of birth, gender, race)
- 5. Monthly summary of service type accessed by client, including date(s) of service and total number of units provided.
- 6. Cost extension for each youth
- 7. Grand total

ANNUAL REPORT

- The Contractor shall compile an Annual Report which measures the following statistical information. The award recipient will receive additional information on how data is to be reported.
 - a. Number of youth served annually
 - b. Average length of program participation
 - c. Average number of credit hours attained from:
 - (a) classroom instruction; (b) credit recovery
 - d. Average number of treatment sessions/chair hours provided to:
 - (a) youth; (b) family
 - e. Annual number of successful and unsuccessful completions
 - f. Aggregate annual drug test results (if provided)
 - g. Post completion outcomes
- The Contractor shall submit an annual roster of youth served each fiscal year, including name, DOB, race, sex, zip code, entry date, and exit date. Roster will be used to determine and share recidivism information.

Report and roster shall be due annually by November 1st of each year which will be for the reporting period October 1 through September 30.

EXHIBIT D Insurance Checklist

RFP Title: YOUTH DAY TREATMENT SERVICES FOR GENESEE COUNTY CIRCUIT

COURT

RFP Number: 14-014 Coverages Required

Limits (Figures denote minimums)

X 1. X 2.	Workers' Compensation Employers' Liability	Statutory limits of Michigan \$100,000 accident/disease		
<u>X</u> 3.	General Liability	\$500,000 policy limit, disease Including Premises/operations with no exclusion of sexual harassment or abuse \$1,000,000 per occurrence with \$2,000,000		
		aggregate		
X 4.	Professional liability	\$1,000,000 per occurrence with \$2,000,000		
·	·	aggregate		
<u>X</u> 5.	Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000		
<u>X</u> 6.	Automobile liability	Aggregate [If applicable] \$1,000,000 combined single limit each accident-Owned, hired, nonowned		
<u>X</u> 7.	7. Genesee County named as an additional insured on other than workers'			
-	compensation via endorsement. A copy of the endorsement or evidence of			
	blanket Additional Insured language in the policy must be included with the			
	certificate.			
<u>X</u> 8.		ts equivalent (Retention Group Financial		
	Statements)			