

CRIMINAL DISTRICT COURT FOR THE PARISH OF ORLEANS
REQUEST FOR PROPOSAL
FOR
DRUG COURT OUTPATIENT TREATMENT SERVICE PROVIDER
2018



I. INTRODUCTION

The Criminal District Court for the Parish of Orleans, Louisiana (herein after referred to as the "Court") seeks applications from licensed eligible treatment service providers ("contractor") to serve as the Drug Court Intensive Outpatient Treatment Service Provider for its Court Intervention Services Program (CIS). The CIS Drug Court Program is dedicated to the intervention, treatment and recovery of drug offenders who have decided to regain control of their lives by breaking the cycle of drug addiction. The goal of the program is to promote public safety and reduce recidivism.

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Contractors who are interested in providing intensive outpatient substance abuse treatment services for Drug Court Program participants.

CONTRACT PROVISIONS

A. TERM OF CONTRACT

The term of the contract will be for a period of twelve (12) months commencing January 2, 2019, through January 2, 2020. The contract period will be one year, with an option to extend the contract for one additional year, if agreeable by both parties.

B. AMOUNT OF CONTRACT

For services provided, the Contractor will receive a payment of THREE HUNDRED AND FIFTY THOUSAND, AND 00/100 (\$350,000.00) DOLLARS, which will be dispersed in twelve equal payments. Payments, subject to grant funding, is a reimbursable program. Upon submission of invoices by Contractor, the Contractor will receive payment for services rendered.

All Contractors responding to this request for proposal must meet the qualifications as stated herein to be considered by the Court. A respondent who does not meet all of the qualifications will not be considered.

The Contractor shall be responsible for completing initial treatment intake assessments, facilitating gender specific intensive outpatient group sessions, facilitating relapse prevention sessions, completing detox/ inpatient treatment referrals, providing individual counseling and any other ancillary services as recommended by the Drug Court team and ordered by the Drug Court Judge. (See Section IV for comprehensive list of services desired).

Each respondent must be a Louisiana agency and/or an agency doing business in Louisiana.

The Court reserves the right to reject any or all proposals.

C. LOUISIANA SOCIAL WORKER/COUNSELOR

Per the La Drug Court Standards and Best Practices, treatment professionals shall possess sufficient experience in working with criminal justice clients with alcohol or drug abuse or addictions, or both, and shall be certified and approved by the state of Louisiana. Treatment providers shall be appropriately licensed and/or credentialed, trained and supervised to deliver intensive outpatient treatment services.

The State Board of Social Worker Examiners licensing requirements are as follows:

1. The applicant must be of good moral character. As one element of good moral character, the board shall require each applicant to submit a full set of fingerprints for the purpose of obtaining state and federal criminal records check, pursuant to authorizing state statute and applicable federal law. The state agency responsible for managing fingerprint data may submit fingerprints to and exchange data with the FBI. All good moral character information, including the information obtained through criminal records checks, shall be considered in licensure decisions to the extent permissible by all applicable laws.
2. The applicant shall have his/her university submit official transcript indicating the receipt of a master's degree of social work from a graduate social work program, accredited by the Council on Social Work Education.
3. The applicant shall submit documentation verifying at least 5760 hours of post graduate social work practice on a form provided by the board.
4. The applicant shall submit documentation verifying at least 3840 hours of supervised post graduate social work experience in accordance with the board's supervision rules and on the form provided by the board.
5. Supervised experience shall be under the supervision of a board-approved clinical supervisor.
6. The applicant shall obtain a passing score on an examination approved by the board.

The Louisiana Licensed Professional Counselor's Board of Examiners counselor licensing requirements include:

- A. The board shall issue a license to each licensed professional counselor applicant who files an application upon a form designated by the board and in such a manner as the board prescribes, accompanied by such fee required by R.S. 37:1106 and who furnishes satisfactory evidence to the board that he/she:
 1. is at least 21 years of age;
 2. is of good moral character
 3. is not in violation of any of the provisions of R.S. 37:1101-1122 and the rules and regulations adopted herein;
 4. can document a minimum of 3,000 hours of post-master's experience in professional mental health counseling under the clinical supervision of a board-approved supervisor, with said supervision occurring over a period of no less than two years and not more than six years from the original date such supervision was approved. Five hundred indirect hours of supervised experience may be gained for each 30 graduate semester hours earned beyond the required master's degree, provided that such hours are clearly related to the field of mental health counseling, are earned from a regionally accredited institution, and are acceptable to the board provided that in no case the applicant has less than 2,000 hours of board-approved supervised experience within the aforementioned time limits;
 5. has declared special competencies and demonstrated professional competence therein by passing a written exam (NCE or NCMHCE) and, at the discretion of the board, an oral examination as shall be prescribed by the board;
 6. has received a graduate degree, the substance of which is professional mental health counseling in content from a regionally-accredited institution of higher education offering a master's and/or doctoral program in counseling that is approved by the board in accordance with the requirements listed in Chapter 6, Section 603.

II. TIMETABLE

DATE	DESCRIPTION OF EVENTS
December 3 and 5, 2018	Release of Request for Proposal (two such notices will be published).
Upon Request	RFPs will be sent to all interested providers located in Orleans Parish responding to advertisement via email or may be obtained from Court's website.
Wednesday, December 12, 2018	Interested providers will participate in a Pre-Bid Meeting to answer questions and concerns regarding process at Criminal District Court, 2700 Tulane Avenue, Suite 200
Monday, December 17, 2018	Deadline to receive proposals from interested providers delivered by hand or certified mail on or before 3:00 p.m. (CST) at the Office of the Judicial Administrator, ATTN: Robert Kazik, 2700 Tulane Avenue, Suite 200, New Orleans, Louisiana 70119.
Wednesday, December 19, 2018	Court personnel will evaluate proposals received and take further action as necessary.
Friday, December 21, 2018	The Court will select service provider.
Tuesday, January 2, 2019	Contract service begins

III. PROPOSAL INSTRUCTIONS

If you desire to serve as the Court's Court Intervention Services Drug Court's Outpatient Treatment Service Provider, you will need to review the attached package and give special attention to Section II, which outlines all critical deadlines.

The package includes a three page "Outpatient Treatment Service Provider Bid Response Form" to bid for services. Each service requirement is detailed under the section entitled "Services Desired" and "Miscellaneous Information".

Write to: Judicial Administrator
 ATTN: Robert Kazik
 Orleans Parish Criminal District Court
 2700 Tulane Avenue, Suite 200
 New Orleans, Louisiana 70119

The deadline for the submission of the request for proposal is **Monday, December 17, 2018 at 3:00 p.m. (CST)**. An original and seven copies should be submitted by hand delivery or certified mail to the address specified above. The Court will not accept proposals submitted by any electronic means, including fax. All bids should be sealed and marked "SEALED TREATMENT SERVICE PROVIDER BIDS."

Please review the timetable at Section II for all critical deadlines. No proposals will be considered and/or opened after the deadline.

If it becomes necessary to revise any part of this Request for Proposal or otherwise provide additional information, an amendment will be issued by the Court and time will be provided for responses.

IV. Services Desired to be performed by Contractor

The Criminal District Court for the Parish of Orleans, State of Louisiana (hereinafter referred to as the "Court") is desirous of obtaining services for the Court Intervention Services (CIS) Drug Court Treatment Program and Contractor is desirous of providing such services on the following terms and conditions:

The terms and provisions of the Contract for Services for its Drug Court Treatment Program between the Court and the Contractor are as follows:

2.1 The Contractor will provide and perform substance abuse assessments and mental health assessments, during intake and exit, on individuals referred by the Court and its Drug Court to determine if such individuals are suffering from a substance abuse and/or dependence or co-occurring disorder and whether the services offered by the Drug Court and Contractor would be an appropriate treatment program. These assessments may be billed to Medicaid for reimbursement. It is agreed and understood that the **Global Appraisal of Individual Needs-Quick (GAIN-Q)** assessments and any other assessment instrument, including trauma assessments, found necessary will be utilized in this process.

2.2 The Contractor will admit all eligible participants if the assessment indicates that the individual has a substance abuse and/or dependence or co-occurring disorder and if the individual is medically and psychiatrically appropriate for the program provided. **The Contractor will maintain a written record of justification for denial of clients to the**

program and provide a written reason to the Drug Court Program advising of the basis for any denial.

2.3 The Contractor will assess all clients for medical needs, including risk for infectious disease, and make appropriate referrals to accessible primary care facilities. Referrals will be documented in the client file and follow-up contacts will be made to ensure **adequate** service delivery. The substance abuse treatment will be accordance with requirements as specified by the Supreme Court of the State of Louisiana, Department of Health and Hospitals (DHH)/Bureau of Health Standards *Minimum Standards for Abuse/Addiction Treatment Facilities/Programs*, the Louisiana Drug Court Treatment Standards, and according to Best Practices. The specific program will be consistent with the specification of the Orleans Parish Criminal District Court Drug Court Program. This Program consists of five (5) Treatment Tracks based on risk and need as follows:

2.3.1 Track 1 consists of four (4) phases to be completed in eighteen (18) months or longer if needed.

2.3.2 In Phase 1, each client shall receive nine hours of substance abuse treatment per week for a period of eight weeks or longer with individual counseling on an as needed basis. 30 days of sobriety is required for promotion.

2.3.3 In Phase 2, each client shall receive four hours of substance abuse treatment per week for a total of 18 weeks or longer with individual counseling on an as needed basis during that phase. 60 days of sobriety is required for promotion.

2.3.4 In Phase 3, each client shall receive two hours of substance abuse treatment per week with individual counseling on an as needed basis for 26 weeks or longer. 90 days of sobriety is required for promotion.

2.3.5 In Phase 4, each client shall receive treatment for a period of six (6) months or longer consisting of four hours each month divided into two (2) two (2) hour sessions. 180 days of sobriety is required for promotion.

2.4 Track 2 consists of four (4) phases to be completed in a minimum of a one (1) year period. The curriculum will be modeled from the Habilitation, Empowerment, and Accountability Therapy Model.

2.4.1 In Phase 1, each client shall receive four hours of group counseling per week, with 30 days of sobriety as well as individual counseling on an as needed basis.

2.4.2 In Phase 2, each client shall receive three hours of group counseling per week per client, with 60 days of sobriety, completion of writing assignment, and individual counseling on an as needed basis.

2.4.3 In Phase 3, each client shall receive one and one half hours of group counseling per week, with 90 days of sobriety, resume presentation, a mock job interview, and individual counseling on an as needed basis.

2.4.4 In Phase 4, each client shall receive one and one half hours of group counseling per week per client, with 90 days of sobriety and participation in the Giving Back Project and Healing Voices Project.

2.4.5 The curriculum for female clients will be modeled after the program, Helping Women Recover, Focus on Criminal Thinking.

2.5 Track 3 consists of four (4) phases to be completed in eighteen (18) months or longer if needed.

2.5.1 In Phase 1, each client shall receive nine hours of substance abuse treatment per week for a period of eight weeks or longer, write and present Step 1, with 30 days of sobriety, plus individual counseling on an as needed basis.

2.5.2 In Phase 2, each client shall receive four hours of substance abuse treatment per week for a total of 18 weeks or longer, write and present a personal recovery plan, with 60 days of sobriety, plus individual counseling on an as needed basis.

2.5.3 In Phase 3, each client shall receive two hours of substance abuse treatment per week, revise and present a personal recovery plan, with 90 days of sobriety, plus individual counseling on an as needed basis, for 26 weeks or longer.

2.5.4 In Phase 4, each client shall receive one hour of substance abuse treatment twice per month for a period of six (6) months or longer, write and present a personal transition plan, participate in the Give Back Project by speaking in a phase 1 or phase 2 group, with 180 days of sobriety.

2.6 Track 4 consists of four Individual Sessions and treatment on an as needed basis.

2.7 Track 5 consists of four (4) benchmarks to be completed in a minimum of 18 months. Each client shall receive co-occurring group treatment and / or individual therapy based on the needs of the client.

2.8 Each phase may be extended beyond the stated duration in individual cases with the recommendation of the Drug Court Team, which includes the Case Manager, Contractor, Probation Officer, District Attorney and Drug Court Judge. The clients shall also be required to attend community support meetings. Individual and family treatment sessions will be available to all clients as needed in all levels of care. Changes in levels and ancillary services needed may be made in

individual cases with the recommendation of the Contractor and concurrence of the Drug Court Judge and case manager.

2.9 In addition to all of the above, the Contractor will provide a relapse prevention program to clients who have relapsed or are at risk for relapse; grief counseling; parenting groups; life skills training; trauma counseling; and any other necessary ancillary services, in regards to treatment. Treatment (individual and group) will be gender-specific and age appropriate, as required.

2.10 The Contractor agrees to provide to Drug Court a current calendar of the days and times of all group sessions and the Contractor will provide immediate notice of any temporary or permanent changes to the schedule.

2.11 The Contractor will ensure that all treatment sessions are covered by another qualified clinician in the event of the absence of a clinician.

2.12 The Contractor will conduct a quarterly review of treatment staff personnel and the Contractor agrees to make necessary adjustments, including program and personnel adjustments, based on performance and the quarterly review.

2.13 The Contractor must provide an evidence-based curriculum within thirty (30) days of acceptance of the Contract, to be approved by the Court.

1. **Licensing and Standards**

3.1 The Contractor will obtain all licenses required by the State of Louisiana Department of Health and Hospitals (DHH) and Office for Addiction Disorders (OAD) and must fully and faithfully comply with annual licensing inspection by the State of Louisiana Department of Health and Hospitals.

3.2 The treatment provided to individuals accepted into the Program must be consistent with **DHH Minimum Standards Requirements for Substance Abuse Facilities standards** for intensive outpatient and outpatient treatment in graduated phases, including the requirement that all staff positions be filled with qualified professional counselors **in good standing with their respective boards and in compliance with any and all licensing requirements. Treatment must also be consistent with the Louisiana Drug Court Standards set forth by the Louisiana Supreme Court.**

2. **Records and Reporting**

4.1 The Contractor is responsible for recording and reporting statistics necessary for the progress of the program, as required by the Criminal District Court Drug Court Program.

4.2 The Contractor will provide timely, thorough and accurate **weekly** status reports to the Court's Drug Court for each individual accepted and participating in the Program. These reports will include treatment plans, progress notes on treatment compliance, services provided to

the individual, progress made by each individual, program completion information and any other data or information deemed necessary to keep the Court's Drug Court, Judges and staff fully informed concerning all participants. The Contractor is responsible for documenting this information within 24 hours of the services provided. This information will be provided in a database by the Contractor to the Court's Drug Court **and may be requested on a more frequent basis as needed.** The Court is responsible for providing training to the employees of the Contractor and ongoing technical assistance for any database designated by the Court. The Contractor agrees to collect any and all data required for program purposes. Progress notes/reports must include details concerning the client's attendance and a reference to the curriculum reviewed during that group session.

4.3 The Contractor is the custodian of any and all records, documents or other materials as may be required by the State of Louisiana, the State of Louisiana Department of Health and Hospitals and the Louisiana Supreme Court, which in anyway relate to the Program and/or treatment received by an individual accepted into the program.

4.4 That Contractor will comply with and follow all of the confidentiality rules as are enumerated in the Federal Confidentiality Law 42 CFR as it pertains to such records and documents of the program and the individuals that participate in the Program.

3. **Compensation**

5.1 For the services performed in connection with this Contract, the Contractor will be paid an annual payment of THREE HUNDRED FIFTY THOUSAND, AND 00/100 (\$350,000.00) DOLLARS, which will be made in **twelve equal payments**. The Contractor agrees to deliver to the Drug Court Administrator an **invoice no later than the fifth day of each month** in that amount and thereafter the Contractor will be paid upon receipt of the monthly funds from the Louisiana Supreme Court.

4. **Miscellaneous**

6.1 The Contractor agrees to represent the Court at training sessions, with reasonable notice, as time permits, and if relevant to the scope of work of this Contract, when requested to do so by the Court.

6.2 The Contractor agrees that its personnel will attend the Court's Drug Court status hearings on a regular basis as required by the Program as well as attend status hearings as requested by a Drug Court Judge and/or Drug Court case manager with reasonable notice and as time permits.

6.3 The Contractor agrees that its personnel will annually complete a minimum of six (6) hours of professional continuing education related to drug court practices.

6.4 The Contractor agrees to communicate treatment compliance and progress of individuals accepted in the Program when requested to do so by case managers of the Court.

6.5 The Contractor will provide staff to work collaboratively with the Court Intervention Services staff to plan for judicial recommendations regarding Drug Court compliance.

6.6 The Contractor agrees to protect, indemnify, hold harmless and defend the Court from any and all damages, costs, expenses and attorney fees arising in contract or tort as a result of and/or because of this Contract or from any acts or omissions of the Contractor's agents, directors, officers, supervisors, employees, or clients, including premises liability and any claim based on any theory of strict liability. Court agrees to protect, indemnify and hold harmless the Contractor from all damages, cost, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Court's agents, employees, officers of clients, including premises liability and any claim based on any theory of strict liability.

6.7 The Contractor agrees to maintain liability insurance for the term of this Contract, including damages, costs, expenses, attorney fees, applicable to and covering all services afforded to the court and its Drug Court program under this contract. The Contractor agrees to add the Orleans Parish Criminal District Court as an "additional insured" under its liability insurance. The Contractor shall provide to

the Court a copy of its Certificate of Insurance, along with the “Additional Insured Endorsement” as to the Court.

5. Facilities

7.1 The treatment facility for individuals accepted into the Program shall be provided by Criminal District Court. Availability of space and funding for such space, will be sufficient and adequate to house the Staff of Contractor. The Contractor shall furnish and install any/all computer equipment, telephones and furniture necessary to perform all duties and responsibilities required under this Contract.

7.2 Cleaning of the treatment facility will be provided by the Court. However, the Contractor must maintain the cleanliness of the facility. The Contractor must maintain the facility in the condition in which it is in at the time of contract. Contractor is responsible for any/all damage, loss and/or costs caused by or arising out of the acts and/or omissions of the Contractor and/or its agents, directors, officers, supervisors, employees and/or clients.

6. Term

8.1 The initial term of this Contract will be for a period of **twelve (12)** months commencing **January 2, 2019**, through **January 2, 2020**.

8.2 This Contract may be terminated by either party if funding for this program is not appropriated by the Legislature of the State of

Louisiana or if funding is not available through the Supreme Court of the State of Louisiana.

8.3 This Contract may further be terminated by either **party**, with thirty (30) days' notice, written to the other party, with the Contractor agreeing to transfer all current individuals in the program to the designee of the Court.

8.4 Upon termination of this Contract, all furniture, computers, telephone equipment, office machines and other fixtures **purchased under this Contract or any previous contract between the parties**, whether stationary or otherwise, will remain in the care, custody and control of the Orleans Parish Criminal District Court.

8.5 **During performance of this Contract and upon** termination of this Contract, all records, reports, case notes and/or other materials relating to this Contract **are designated as** the property of the Orleans Parish Criminal District Court. **A case summary on each client shall be submitted by the Contractor at the time of termination of a client and/or upon termination of the Contract.**

OUTPATIENT TREATMENT SERVICE PROVIDER BID RESPONSE FORM

Proposal Submission	Response
Request 1. Please state whether your agency has applied and provided adult services for any other agency in the metropolitan New Orleans area.	
Request 2. Please describe at least five (5) years of specific organization and staff knowledge, experience and professional qualifications successfully engaging, treating and transitioning individuals suffering from co-occurring and substance use disorders.	
Request 3. Please list and describe formal partnerships with other systems and service providers, including housing, primary care, mental health and the criminal justice system/Drug Court in the metropolitan New Orleans area that will support client recovery. Include copies of written, signed MOUs, or letters of support that identify specific roles and responsibilities of each partner as an attachment to this proposal.	
Request 4. Describe the proposed treatment program approach and strategies and resources to meet the requirement of the level of care identified in this proposal. Be sure to discuss each of the following level of care specific program components: (a) required services; (b) available support; (c) available therapies; (d) admission/treatment plan review process; and (3) co-occurring mental disorder enhancements.	
Request 5. Within your treatment program describe the following elements: client treatment engagement strategies and the rationale why these strategies will be successful for the proposed service population.	
Request 6. Describe Medication Assisted Treatment services that are available for clients including, but not limited to, staffing and program capacity to prescribe, monitor, adjust and manage MAT (including buprenorphine, naloxone, disulfiram, naltrexone, acamprosate, and linkage to methodone through OPT services) AND provide clinically necessary adjunctive services for clients with opioid use disorders. Describe strategies and the process for regular communication, consultation and coordination between all parties; provide evidence of the provider's success in achieving high levels of client compliance with medication while in treatment; and list and provide copies of the proposal appendix of authorization agreements with other agencies for MAT services to clients.	

<p>Request 7. Describe how the following recovery services and support will be integrated into the treatment planning, treatment, transitions among levels of care and discharge practices and processes: Individual and Group Outpatient Counseling to stabilize clients and reassess if further care is needed; Recovery Monitoring – recovery coaching, monitoring via telephone or internet; Substance Abuse Assistance – relapse prevention; Coordination with Case Management; Support Groups – linkages to self-help and support, spiritual and faith-based support; and Peer Support Specialists.</p>	
<p>Request 8. Describe how case management services will be integrated into the program including: criteria for determining medical necessity for case management at any given time; provision and delivery of case management services, such as strategies, staffing, linkages to ancillary services and level of care review.</p>	
<p>Request 9. Describe your agency's understanding of alternative tracks (risk and need principles) in Adult Drug Court Programs.</p>	
<p>Request 10. Please provide a curriculum vitae or resume of each current professional staff members.</p>	
<p>Request 11. Please provide a proposed budget that includes number of professional/administrative staff, operational costs, etc.</p>	

In addition to the above requested information, please include any additional documentation or explanations that you feel will aid in evaluating your responses. Also include information regarding any additional services offered by your agency that may be of benefit to the Court.

This proposal is submitted by the undersigned authorized agent(s) who declares that the proposer has proper board or other approval to submit such proposal and that, if accepted by the Court, this proposal shall become a binding agreement for the agency(s) named herein to act as the outpatient treatment service provider for the Court.

Proposal Submitted By: _____

Position Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Signature of Submitting Officer: _____