

Third Judicial Circuit of Michigan

Adult Mental Health Court

Request for Proposals for Mental Health and Case Management Services

REQUEST FOR PROPOSALS SCHEDULE AND INFORMATION

Request for Proposals Issued	April 5, 2021
Pre-Proposal Question Deadline	April 16, 2021 <u>MHCProposal@3rdcc.org</u>
Proposal Deadline	April 30, 2021 Late RFPS will not be accepted (no exceptions)
Proposal Submission Format	Via email to: <u>MHCProposal@3rdcc.org</u>
Proposal Contact	Alisa Shannon, Deputy Court Administrator, Criminal Division Email: <u>MHCProposal@3rdcc.org</u>

INTRODUCTION: Through this Request for Proposals (RFP), the Third Judicial Circuit of Michigan (Court) hereby invites Interested Parties who meet the qualifications and specifications set forth herein to submit proposals for the provision of the Court's Adult Mental Health Court Program (MHC). Third Circuit Court's Mental Health Court Program is an 18-24 month program that provides a problem-solving approach for Wayne County Jail inmates who are seriously and persistently mentally ill, have a non-violent history, and have committed a non-violent felony offense. Persons out on bond or low-level assault cases may also be considered for program participation. The majority of MHC participants also suffer from co-occurring substance abuse disorders. The goals of the program are: to increase mental health medication compliance; to reduce drug and alcohol use during program participation; reduce recidivism; and, to help MHC participants improve their quality of life.

MHC participants are given an opportunity to voluntarily participate in community treatment and court approved service plans. This serves as an alternative to a jail or prison sentence. Through intense judicial supervision, appropriate, effective medication, and a wide range of services tailored to the participant, MHC participants gain the balance needed to sustain their mental health and significantly reduce their criminal activity.

Written questions regarding the substance of the RFP or scope of services must be submitted via e-mail to the Proposal contact listed above no later than the Pre-Proposal Question Deadline indicated above. Answers will be posted on the website beginning April 5, 2021.

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SECTION 1 – INSTRUCTIONS

1. **Communications:** In an effort to create an unbiased procurement process, the Court established a single point of contact to be used by Interested Parties. From the issue date of this RFP until the Court selects a successful applicant, all requests or contacts with Court Personnel for clarification or additional information regarding this RFP, or the evaluation process must be made solely through the Proposal Contact listed on the cover page of this RFP. No contact regarding this RFP process with other Court employees is permitted. A violation of this provision is cause for the Court to reject a Proposal. Upon discovering that a violation has occurred, the Court reserves the right to reject any RFP or terminate any contract awarded pursuant to this RFP.
2. **Pre-Proposal Information and Questions:** The Court will evaluate each timely submitted Proposal on its merit and completeness of all requested information. In preparing Proposals, Interested Parties are advised to rely only upon the contents of this RFP, the accompanying documents, and any written clarifications or addenda issued by the Court. If a Proposer finds a discrepancy, error, or omission in the RFP package, or requires a clarification of it, the Proposer is requested to notify the Proposal Contact, so that written clarification may be posted on the RFP page at www.3rdcc.org. All questions must be submitted in writing to the Proposal Contact before the Pre-Proposal Question Deadline listed on the front of this document. All answers will be posted at <http://www.3rdcc.org/divisions/criminal#/list>. The Court is not responsible for nor bound by, any oral representations inadvertently made by staff.
3. **Request for RFP Modifications:** Clarifications, modifications, or amendments may be made to this RFP at any time prior to the Proposal Deadline at the discretion of the Court. It is the Interested Party's responsibility to periodically check the Court's webpage at <http://www.3rdcc.org/divisions/criminal#/list> until the posted Proposal Deadline to obtain any issued addenda.
4. **Proposal Submission:** To be considered, the Proposal must be prepared in the manner and detail specified in this RFP.
 - a. Proposals must be submitted digitally to MHCProposal@3rdcc.org with the subject heading "Criminal Division MHC Proposal" on or before the Proposal deadline date. The Proposal must be in writing, on the digital equivalent of 8.5 x 11 paper with 1" margins. The Proposal shall use 12-point unreduced double-spaced Times New Roman font. It shall contain a table of contents.
 - b. The Proposal must be received on or before April 30, 2021 at 4:30 p.m. EDT. It is the Applicant's sole responsibility to ensure a timely submission.
 - c. Proposals received after the deadline will not be accepted. The time stamp on the email at the Court shall serve as the official time of receipt.
 - d. The opening of a Proposal does not constitute the Court's acceptance of the submission as a qualifying Proposal.

e. Submission of a qualifying Proposal establishes a conclusive presumption that the Applicant is thoroughly familiar with, and agrees to the terms and conditions of the RFP and the Contract attached to the RFP in Section 4.

f. All costs incurred in the preparation and presentation of the Proposal, as well as any resulting contract, are the organization's sole responsibility. The Court will not reimburse such costs to any organization. All documentation submitted with the Proposal becomes the property of the Court.

5. **Proposal Signatures:** An authorized official must sign the Proposal. Each signature represents a binding commitment by the Applicant to provide the services offered to the Court if the Proposer is determined to be the most responsive and responsible Applicant. Applicants may use either a written or digital signature as provided at MCR 1.109(E).
6. **Contract Award:** The Court reserves the right to withdraw this RFP or to award contracts to any number of qualified Proposers. The Proposers to whom the contracts are offered will be notified at the earliest possible date. A contract award is contingent upon the availability of funds, as determined solely by the Court. Acceptance of a Proposal does not constitute a binding contract. Failure to accept the terms and conditions of the Court's Contract Agreement may deem the Applicant nonresponsive; and the Applicant will not receive the award.
7. **Proposal Modifications:** Applicants may clarify, modify, or amend a submitted Proposal prior to the Proposal Deadline Date only within the discretion of the Court and with the written approval of the RFP Contact.
8. **Rejection:** The Court reserves the right to accept or reject any or all Proposals, and to waive any minor informality or irregularity in Proposals received, if it is determined that the best interests of the Court will be served by doing so.
9. **Compliance with Laws:** The applicant must comply with all federal, state, and local laws and policies including, but not limited to:
 - i. The Michigan Civil Rights Act;
 - ii. The Persons with Disabilities Act;
 - iii. The Age Discrimination Act; 5
 - iv. Section 504 of the Rehabilitation Act; and
 - v. Title VII of the Civil Rights Act of 1964
10. **Non-Discrimination:** The Court will not contract with any organization or person that discriminates against employees or applicants for employment because of any factor not related to job performance. Proposers must comply with all federal, state, and local laws and policies that prohibit discrimination in employment practices and contracts. If the Court permits a subcontract for services, Proposer must include in their subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.

11. **Disqualification of Applicants:** Any one or more of the following causes may be considered sufficient for the disqualification or the rejection of the Proposal: (a) lack of competency as revealed by past work; (b) lack of responsibility as shown by past work; (c) insufficient staffing/support; (d) lack of financial strength; and/or (e) insufficient insurance.
12. **Financial Strength:** The Applicant must, to the satisfaction of the Court, demonstrate its financial ability to carry out the obligations set forth in this RFP. Financial statements audited in accordance with accounting principles generally accepted in the United States must be submitted for the last two (2) years to ensure that the Applicant is financially capable to fulfill the terms of the contract.
13. **Discussions:** The Court may contact Applicants, in order to clarify and assure full understanding of, and conformance to, the RFP requirements.
14. **Applicant Responsibilities:** Applicants must be capable of providing all services as described under SECTION 2 – SCOPE OF WORK and must maintain these capabilities throughout their performance under the Contract Agreement. The Court will consider the signators for the successful Applicants to be the sole points of contact with regard to contractual matters unless a different contact person is identified. Successful Applicants will be responsible for all services in this RFP whether they are provided or performed by the successful Applicant or subcontractor(s). The Court must approve in writing any proposed subcontractor prior to the successful Applicant permitting the subcontractor to perform any services established by this RFP. Successful Applicants are responsible for all payments and liabilities arising under this RFP. This includes any payments and liabilities to any proposed or approved subcontractor(s).
15. **Disclosure of Contents:** All information provided in the Proposal shall be held in confidence and shall not be revealed or discussed with other Applicants except as provided by law or court decision.
16. **Eligibility:** The Court will not entertain any Proposal from an Applicant who is affiliated with the Court. See Michigan Supreme Court Administrative Order 2016 – 5. https://courts.michigan.gov/Courts/MichiganSupremeCourt/rules/Documents/HTML/AOs/AOs-Responsive%20HTML5/index.html#t=AOs%2FGroup1%2FAdministrative_Orders%2FAO_No_2016-5_%E2%80%944_Adoption_of_New_Antinepotism_Policy_and.htm In addition, the Applicant shall certify that the Applicant presently has no personal or financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this RFP; and that in the performance of any contract resulting from this RFP, no persons having any such interest shall be employed. The Applicant shall also certify that the Applicant does not have any of the following relationships with any Judge of the Court, the Executive Court Administrator, or any other Court employee: spouse, child, parent, brother, sister, grandparent, grandchild, uncle, aunt, niece, nephew, first cousin, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, or father-in-law; unless otherwise identified. Finally, the Applicant shall certify that no officer, member, or employee of the Court or other public official who exercises any functions or responsibilities in the review or approval of the Proposals under

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

SECTION 2 – SPECIFICATIONS AND SCOPE OF WORK

1. **Introduction:** Through this Request for Proposals (RFP), the Third Judicial Circuit of Michigan (Court) hereby invites Interested Parties who meet the qualifications and specifications set forth herein to submit Proposals for the provision of the Court’s Adult Mental Health Court Program (MHC). This RFP is issued by the Court through the Executive Court Administrator’s Office located in Room 711, Coleman A. Young Municipal Center, Two Woodward Avenue, Detroit, Michigan 48226. Copies of this RFP may be obtained on-line at <http://www.3rdcc.org/divisions/criminal#/list>.
2. **Minimum Qualifications:** Interested Parties (specifically, the entities that will be contractually bound with the Court) will be deemed non-responsive and rejected without any further evaluation if they do not meet the following mandatory qualifications:
 - a. The Proposer or its key personnel must possess prior experience in operation of behavioral health programs serving justice-involved populations.
3. **Scope of Services:** The Court intends to contract for the provisions of mental health treatment and aftercare services to Mental Health Court (MHC) participants on community supervision with the Court. The services shall include the following in accordance with the State Court Administrative Office’s (SCAO), evidence-based, Standards and Best Practices:

- Pre-assessment for Program Eligibility (DSMIV impairment level; severely and persistently mentally ill
- Post Program entry Assessments (i.e. Biosocial Assessments, Psychiatric Assessment and Substance Use Disorder Evaluation)
- Psychiatric Evaluation
- Individual Treatment Planning
- Individual Outpatient Therapy
- Family Therapy with Client
- Family Therapy without Client
- Drug/Alcohol Screening
- Group Therapy
- Psychological Testing
- Home Based Services
- Medication Administration
- Medication Review Sessions
- Nurse Practitioner Assessment
- Aftercare Planning
- Other (i.e. Relapse Prevention classes, Trauma-informed therapy)

The Contractor shall provide individualized, evidenced-based patient-centered trauma-informed treatment, mental health services and substance abuse treatment (for those with co-occurring disorders); and aftercare program services, to motivate and to assist MHC participants in maintaining medication compliance for diagnosed mental health disorders; as well as in their

personal recovery from substance abuse as required by their individualized treatment or aftercare plan. This will occur while assisting MHC participants to maintain residential stability, maintain employment in the community, and successfully comply with the conditions of their probation.

The Contractor's programs shall be designed in such a manner that intake, assessment, individual counseling, group counseling, and discharge planning are sensitive to the MHC participants' unique characteristics, issues, and needs. This includes assessing level of motivation for treatment, cultural need, stage of change, cognitive abilities, learning style, and functional capacity to participate in programming.

The Contractor shall implement individual and group programming that teaches MHC participants to anticipate and monitor problem behaviors; to plan and rehearse alternatives to problem behaviors; to practice alternatives to problem behaviors; and to practice behaviors in difficult situations or scenarios. These activities must be listed on the MHC participants' Individual Treatment Plan; and must occur during the MHC participants' participation in the program.

The Contractor shall deliver services in a manner that is consistent with the research on effective correctional treatment programs:

- a) Program shall be cognitive-behavioral in nature, which includes taking a strengths-based perspective, and using positive reinforcement contingencies for pro-social behavior;
- b) Program shall incorporate social-learning practices;
- c) Program shall target a wide-range of MHC participant criminogenic attributes;
- d) Program shall match key MHC participant characteristics and learning styles with relevant counselor characteristics and program features;
- e) Programming shall be implemented by well-trained, supervised staff who receive performance monitoring and on-going training;
- f) Program shall have a strong quality improvement component, overseen by a Quality Compliance Specialist and/or Director that ensures fidelity to the treatment model and the chosen curricula.

The service delivery plan shall demonstrate sensitivity to the vulnerabilities of participants who are trauma survivors and must protect them from experiencing additional trauma.

Court Participation

In accordance with SCAO's best practices and requirements, Contractor team members must consistently attend pre-court staffing meetings to review participant progress, determine appropriate actions to improve outcomes, and prepare for Status Review Hearings. Depending on the number of Supervising Judges for the Program, the minimum requirement could be at least twice per month and the maximum requirement could be at least six times per month.

Contractor team members must also attend Status Review Hearings on a consistent basis; at least twice per month (maximum of six times per month). During the Status Review Hearings, team members contribute relevant information or recommendations on the official Court record when requested by the Judge, or as necessary to improve participant outcomes.

Court participation may either be in-person at the Frank Murphy Hall of Justice, via Zoom, or other mode as determined by the Supervising Judge.

The Contractor shall ensure all staff providing Clinical Supervision, at minimum, meet the criteria for a Qualified Professional, as outlined by the Michigan Department of Health and Human Services (and all updates and revisions thereto); or meet the qualifications for substance abuse counselor pursuant to service/program licensure requirements by the State of Michigan.

Please reference the attached Michigan Mental Health Court Grant Program (MMHCGP) Treatment/Service Rates for payment information under the Contract. The successful Proposer will be able to also seek direct reimbursement for staff time spent attending court staffing meeting and Status Review Hearings.

4. **Contract Term:** It is anticipated that the contract will commence in May 2021 and will end on September 30, 2021. The contract will be renewable in one year terms. The funding for this program is completely dependent upon the Court receiving grant money from SCAO. By submitting its proposal, the Proposer acknowledges and agrees that, if the Court does not receive these grants from SCAO, or the amount is lowered, this contract may not be awarded; or it may be cancelled or adjusted accordingly, without liability to the Court.

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SECTION 3 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

1. **Evaluation:** All proposals received will be evaluated by an Evaluation Committee comprised of Court representatives. The following factors will be considered in making the selection:

a) Service Delivery Plan for:

Pre-assessment for Program Eligibility (DSMIV impairment level; severely and persistently mentally ill
Post Program entry Assessments (i.e. Biosocial Assessments, Psychiatric Assessment and Substance Use Disorder Evaluation)
Psychiatric Evaluation
Individual Treatment Planning
Individual Outpatient Therapy
Family Therapy with Client
Family Therapy without Client
Drug/Alcohol Screening
Group Therapy
Psychological Testing
Home Based Services
Medication Administration
Medication Review Sessions
Nurse Practitioner Assessment
Aftercare Planning
Other (i.e. Relapse Prevention classes, Trauma-informed therapy)

b) Experience and Qualifications

Each proposal submitted in response to this RFP shall focus on the above Service Delivery Plan. The Evaluation Committee also may consider past performance of the Proposer on other contracts with the Court or other entities. Proposals will be evaluated equally and fairly; no preference will be given to any Proposer based solely on previous experience with the Court or to an incumbent thereof. The Court reserves the right to make additional inquiries and may request the submission of additional information.

2. General Submittal Requirements:

- a) Submission: All proposals must be submitted electronically to MHCProposal@3rdcc.org on or before the deadline. All elements of the proposal and any additional attachments must be submitted in PDF format.
- b) Proposal Format: Interested parties shall format the proposal to reflect the following standards: 8 ½" x 11" paper, 12 point font, and double spaced. Responses shall include the requirements listed below and in the following section.
- c) Proposal Content and Required Information: The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):

- i. A copy of Proposer's latest audited, reviewed, or compiled financial statements (balance sheet, income statement, statement of cash flows, footnotes) prepared by an independent certified public accountant. If your company is not required by federal, state and local law, financial institutions, or company management to have audited, reviewed, or compiled financial statements prepared by an independent certified public accountant; you may submit an internally generated balance sheet and income statement instead.

Proposer shall identify accounting processes, including but not limited to the following:

- Current billing processes (include software used)
 - Audit requirements of the organization
- ii. Proof of Insurance.
 - iii. Name, title, and telephone number of proposer's contact person for all inquiries.
 - iv. Business and employee information
 - Describe the experience your organization has had with the criminal justice population and the seriously and persistently mentally ill (See Minimum Qualifications Page 6, item 2a).
 - A brief biography and complete resume of the person/persons who will provide the services under this proposal.
 - Description of the location where the services will be provided.
 - v. A complete response to each of the items in the next section Submittal Requirements Specific to Evaluation Criteria (See next section for more detail.)
- d) **Deadline for Submission and Award.** Proposals shall be submitted to the Court by April 30, 2021, at which date the Court will begin to review any proposals submitted to it. It is anticipated that the Court will enter into one or more contracts under this RFP no later than May, 2021. However, if the Court finds that there are insufficient qualified Proposals, it retains the right to reopen the process.

3. Submittal Requirements Specific to Evaluation Criteria: In addition to the above, submit a complete response to each of the following items. List them in the order below:

- a) Program Plan
 - i. Submit a program description and array of services. Program description and services must align with Scope of Services outlined on Page 6 of this RFP;
 - ii. Submit your organization's mission statement, goals and objectives;
 - iii. Identify the location where services will be provided;
 - iv. Describe how you will accommodate individuals with disabilities in order to comply with state and federal laws protecting the rights of the disabled and differentially abled.
 - v. Submit a copy of your organization's Quality Assurance Plan.

4. Review of Proposals

- a) The Court's Chief Judge or his or her designee(s) will review all timely submitted Proposals. This may include administrators from the Criminal Division. At the end of the review process, the Chief Judge will select one or more Applicants with whom the Court will enter into a contract, see sample attached.

- b) The award of one or more contracts under the RFP shall be based on an evaluation of an Applicant's ability to competently and economically provide the services required by this RFP as reflected in the Proposal. As well as the financial strength of the Proposer as a measure of the Proposer's ability to deliver services throughout the term of the agreement.
- c) In the sole and exclusive discretion of the Court, the Court shall evaluate each Proposal and accord such weight to the foregoing factors and the other factors contained in the Proposal.
- d) The contents of a Proposal, if accepted by the Court, may, in the Court's discretion, become part of the contract that the Court enters into with the Proposer. In the event that the Court deems a Proposal to be generally acceptable, the Court reserves the right to enter into a contract with the Proposer on the basis of the Proposal, even if the terms of the contract ultimately entered into with the Proposer are not contained in a Proposal or are contrary to the terms of a Proposal.

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SECTION 4 – SAMPLE FORM OF CONTRACT

SERVICE AGREEMENT BETWEEN THIRD JUDICIAL CIRCUIT OF MICHIGAN AND

_____.

This agreement is entered between the Third Judicial Circuit of Michigan (the Court) and _____ (the Provider).

WHEREAS the Court and the Provider have expressed interest in collaborating to facilitate the delivery of mental health treatment services to the Mental Health Treatment Court (MHTC) participants, as funded by state general funds, administered under the State Court Administrative Office (SCAO) under contract number _____.

WHEREAS this Agreement is intended to promote collaboration, efficiency and effectiveness between the above-named parties, and/or in the delivery of mental health treatment services to participants in the Mental Health Court (MHC).

WHEREAS this Agreement is also intended to ensure provision of evidence-based substance abuse treatment services to individuals who meet eligibility requirements for the aforementioned program.

Now therefore, the Court and the Provider agree as follows:

1. Scope of Services and Schedule of Fees. (Attachment 1)
 - 1.1 The Court agrees to refer MHC participants to the Provider for the following services to be provided:
 - 1.1.1 Pre-assessment for Program Eligibility (DSMIV impairment level; Severely and Persistently Mentally Ill)
 - 1.1.2 Post Program Entry Assessments (i.e. Biosocial Assessments, Psychiatric Assessment and Substance Use Disorder Evaluation)
 - 1.1.3 Medication
 - 1.1.4 Individual Treatment Planning
 - 1.1.5 Individual Outpatient Therapy (i.e. Trauma informed therapy)
 - 1.1.6 Drug/Alcohol Screening
 - 1.1.7 Group Therapy (i.e. Anger Management, Cognitive Behavioral Therapy)
 - 1.1.8 Psycho-social Rehabilitation (i.e. Peer Support)
 - 1.1.9 Case Management

- 1.1.10 Home Based Services
 - 1.1.11 Medication Review Sessions
 - 1.1.12 Nurse Practitioner Assessment
 - 1.1.13 Psychiatric Evaluation
 - 1.1.14 Other (i.e. Relapse Prevention Classes)
-
- 1.2 The Provider shall prepare, complete, and submit to the Court on a weekly basis, and at least two days prior to the scheduled Status Review Hearing, those reports required to substantiate proper case management, treatment documentation, and program compliance. This includes, but is not limited to, the entry of required data and reports into the Drug Court Case Management Information System (DCCMIS).
 - 1.3 The Provider shall screen MHC participants within 5 business days of receiving the Program's referral for mental health treatment and aftercare services. Screening will be used to determine the MHC participant's appropriateness and eligibility for services, the level of services needed, and any other disposition. The Provider shall document the rationale for their recommendation or any action taken. The Provider shall advise the Court's Contract Manager, or designee, of all recommendations for level of care. As a part of the Mental Health Court Team, the Provider shall make recommendations to refer all MHC participants identified during the screening process as having a mental health disorder and co-occurring substance abuse problem (by admitted drug usage, positive urinalysis, a drug offense, significant other reports, etc.) to the appropriate level of treatment, either outpatient substance abuse or aftercare, regardless of whether the MHC participant admits to a drug problem or desires to enter treatment. If residential treatment or detoxifications are warranted, the Provider shall notify the Program, within 24 hours of screening, so the Program may appropriately follow-up with the Supervising Judge and the Michigan Department of Corrections (MDOC) Probation Agent. In such cases, the Contractor shall document such recommendations in the written narrative summary of the screening report.
 - 1.4 The Provider shall provide a written narrative summary of the screening and initial mental health assessment and/or substance abuse programming recommendations to the Court's Contract Manager or designee (Specialty Court Coordinator) within 5 business days of the screening appointment with the MHC participant.
 - 1.5 The Provider shall follow-up with a weekly status report on all referred MHC participants who have not had an initial screening and have not started treatment. If a MHC participant reschedules the screening appointment, or fails to appear for any scheduled appointment, the Contractor shall advise the Court (Specialty Court Coordinator) via email within three calendar days.
 - 1.6 The Provider shall complete a medical history, psychosocial assessment, and any updates on all referred MHC participants.
 - 1.7 The Provider shall monitor and document the progress of MHC participants involved in outpatient services. MHC participants shall be monitored with respect to attending appointments, potential for relapse, and results of counseling sessions and other contacts.
 - 1.8 The Provider, in conjunction with the MHC participant, shall develop an initial and/or Individual Treatment Plan for each MHC participant placed in an outpatient program. The Individual Treatment Plan shall be tailored for each individual and include a

description of the MHC participants clinical needs, address the MHC participants substance use, if applicable, criminal thinking, correctional supervision, financial responsibilities for treatment services, and any ancillary services, if needed. The plan shall reflect the frequency and type of services; and include the use of risk reduction behavioral interventions as a part of treatment.

- 1.9 The Provider shall complete Treatment Plan Reviews in accordance with the requirements and timeframes specified (and any future revisions/updates). MHC participants shall participate in their treatment plan reviews. A Treatment Plan Review Session shall be at least 30 minutes in duration, and completed via face-to-face contact between the offender and the primary counselor, when able. Face-time and Zoom interactions are also recognized tools to connect with MHC participants.
- 1.10 The Provider shall provide aftercare services to any MHC participant, identified to be in need of those services. The aftercare program services shall include risk behavior interventions and shall incorporate evidenced based, patient-centered practices.
- 1.11 For each MHC participant, the Provider shall develop an aftercare plan and the plan shall provide an outline of the goals to be accomplished during aftercare, including regular counseling sessions and ancillary services. The Provider shall review and update the aftercare plan every 90 calendar days to determine the need for additional services.
- 1.12 The Provider shall monitor and document the progress of MHC participants involved in aftercare services, with respect to appointment attendance, potential for relapse, results of counseling sessions and other contacts.
- 1.13 The Provider shall enter progress notes into the MHC participant's clinical file, documenting the MHC participant's individualized progress or lack of progress toward meeting treatment plan goals and objectives. The primary counselor shall sign and date the progress note. Progress notes shall be recorded at least weekly or, if contact occurs less than weekly, notes will be recorded according to the frequency of sessions. Copies of all progress notes shall be provided to the Court's Contract Manager, or designee (Specialty Court Coordinator), on a weekly basis.
- 1.14 In accordance with SCAO's best practices and requirements, all staffing covered under this contract must complete subject matter training annually. All clinical staff must also maintain any required certifications to operate in their current position.

2. Term of the Agreement.

2.1 This Agreement shall be effective _____ and continue until September 30, 2021.

2.2 Either party may cancel the agreement at any given time, with or without cause, by giving 30 days written notice to the other party prior to the proposed cancellation date.

2.3 Either party may propose an alteration to this agreement. However, an alteration of terms shall only be effective upon written stipulation signed by both parties amending this agreement.

3. Compensation.

3.1 The Provider will submit by the 7th of each month invoices to the Court for services rendered that are allowed by SCAO as part of the Mental Health Court and covered under this contract. Each invoice shall include supporting documentation which list case/client and itemization of services rendered and cost.

3.2 The Court reserves the right to request any additional information required by the Court or SCAO which facilitates payment under this Agreement.

3.3 The maximum amount of this Agreement is \$_____ which is outlined in the attached budget, Attachment A, and as approved by SCAO. The Court shall not otherwise be liable for any other costs or fees for services rendered in connection with this Agreement except as provided by this Agreement.

3.4 All compensation to be received by the Provider for services is subject to the availability of funds from SCAO.

3.5 In the event that payments by the Court to the Provider for services performed under this Agreement are later deemed by SCAO to be non-reimbursable due to a finding that the service provided by the Provider is ineligible for reimbursement or the service was not sufficiently and timely documented, the Provider shall, within 30 days of notice to the Provider, remit to the Court the amount previously paid to the Provider for such services. In the event that the Provider fails to remit such payment to the Court within 30 days of notice, the Court may withhold current or future payments made under this Agreement or any other agreements, current or future, between the Court and the Provider. The Court may also take additional action as necessary to recover the payment.

4. Fees and Other Sources of Funding.

4.1 The Provider may not submit a claim for any portion of cost of service under this agreement, if the portion of cost of service has been recovered or reimbursed with funds from another program or from another source.

4.2 If the Provider receives fees, copayments, or reimbursement of costs for service provided under this agreement from another source, the amount of fees, copayments, or reimbursement of costs, shall be deducted from any amount billed under this agreement.

5. Records Management.

5.1 The Provider shall maintain appropriate records relating to service, client care, and financial information as directed by the Court. Records shall be available for review. The Court, Wayne County and SCAO are entitled to prepare quarterly and/or annual audits of all books, documents, papers, records and files pertaining to this Agreement.

5.2 The Provider shall keep all records for seven (7) years after the termination of this agreement.

6. Confidentiality and Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA).

6.1 The Court's MHC, its personnel, and anyone it may contract with to provide services under this Agreement, shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191, as amended).

7. Standard Assurances and Non-Discrimination.

7.1 The following are assurances hereby given to the Court by the Provider:

7.1.1 Compliance with Applicable Laws. The Provider shall comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this agreement. The Provider shall comply with applicable general administrative requirements.

7.1.2 Anti-Lobbying Act. The Provider shall comply with the Anti-Lobbying Act, 31 USC 132 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 *et seq.*, and Section 503 of the Department of Labor, Health and Human Services and Education Related Agencies Appropriations Act (Public Law 104-308).

7.1.3 Non-Discrimination. In the performance of any contract or any purchase order resulting from the Agreement, the Provider agrees not to discriminate against any employee or applicant for employment, or service delivery and access, with respect to their hire, tenure, terms, conditions of employment, or any matter directly or indirectly related to their employment, because of race, color, religion, origin, ancestry, marital status, sexual orientation, gender identity, or physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position.

7.1.4 Debarment and Suspension. Assurance is hereby given to the Court that the Provider shall comply with federal regulation 45 CFR Part 76 and certifies to the best of its knowledge and belief that it and its subcontractors who will provide services under this Agreement:

a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or involuntarily excluded from covered transaction by any federal department or contractor.

b. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection b.

d. Have not within a three (3) year period preceding this Agreement had one or more public transaction (federal, state, or local) terminated for cause or default.

7.1.5 Assurance is hereby given to the Court that the Provider shall comply with all licensure and accreditation requirements for agents and/or employees who provide services to the Court pursuant to this contract. This includes, but is not limited to the requirement that any person serving as a driver under this contract will maintain a valid State of Michigan chauffeur's license for the term of the contract. Provider shall immediately notify the Court as provided in subsection 13.1.2 if the Provider or any agent or employee no longer possesses or maintains the licensure or accreditation required to provide the services identified in this contract. Failure to maintain the required licensure or accreditation or to provide notice of a change in status of the licensure or accreditation to the Court is cause for immediate termination of this contract.

8. Subcontract.

8.1 The Provider shall not assign this Agreement or subcontract this Agreement to other parties without obtaining prior written approval of the Court. The Court, as a condition of granting such approval, shall require that such assignees or subcontractors shall be subject to all conditions and provisions of this Agreement. The Provider shall be responsible for the performance of all assignees or subcontractors.

9. Insurance.

9.1 The Contractor, at its expense, must maintain during the term of this Contract the following insurance:

a. Professional Liability Insurance endorsed to include Directors and Officers insurance and providing Errors and Omissions coverage, and Personal and Advertising Injury coverage at least \$3,000,000 per occurrence and \$3,000,000 aggregate in the following endorsements: specified medical professions, sexual abuse liability, and corporal punishment arising in connection with the performance of the Contractor's responsibilities under this Contract.

b. Workers' Compensation Insurance which meets Michigan statutory requirements.

c. Commercial General Liability insurance, endorsed to include Contractual Liability, with minimum limits of \$3,000,000 each for bodily injury and property damage, per occurrence and in the aggregate.

d. Commercial Automobile Liability (owned, non-owned, and leased vehicles) with minimum combined single limits of One Million Dollars (\$1,000,000).

9.2 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating no lower than XI and a policyholder's service rating no lower than [A] as listed in A.M. Best's Key Rating guide, current edition or interim report.

9.3 Insurance policies must name the Third Judicial Circuit of Michigan and County of Wayne as an additional insured and loss payee, and must not be canceled or materially changed without at least 30 days prior notice from the Contractor to the Court or County. The Contractor must submit certificates evidencing the insurance to the Office of General Counsel for the Third Judicial Circuit of Michigan and Wayne County Risk Management Division at the time the Contractor executes the Contract, and at least 15 days prior to the expiration dates of expiring policies.

10. Indemnification.

10.1 The Provider agrees to indemnify and hold harmless the Court for any actions in whole or in part arising out of performance or nonperformance of acts related to this Agreement. This section is not to be construed as a waiver of any immunity the Court and its officials, officers, agents or employees have, as provided by statute or modified by court decisions.

11. Staff Training.

11.1 Education and training programs help maintain a high level of professionalism, provide a forum for solidifying relationships among defense counsel, prosecutor, clients and treatment providers, and promote a spirit of commitment and collaboration. The Court encourages the Provider to provide and participate in training that will benefit the program as it becomes available to facilitate an understanding of the MHC, its goals, objectives, policies, and procedures.

12. Conflicts of Interest.

Any conflicts of interest will be addressed by the Office of General Counsel and the opinion of the General Counsel as to the any conflicts of interest shall be final.

13. Notices.

13.1 Notices to the Court.

13.1.1 Invoices and written reports under this Agreement shall be sent to Third Judicial Circuit of Michigan, Attention: Toby Horner, Budget and Finance Department, 710 Coleman A. Young Municipal Center, 2 Woodward Ave., Detroit, MI 48226. Telephone number: 313-224-7083. Fax number: 313-967-3854.

13.1.2 Any other notice to the Court as called for under this Agreement shall be made upon Zenell Brown, Executive Court Administrator, Third Judicial Circuit of Michigan, 711 Coleman A. Young Municipal Center, 2 Woodward Ave., Detroit, MI 48226. Telephone number: 313-224-5261. Fax number: 313-224-6070.

13.1.3 Notice to the Provider as called for under this Agreement shall be made upon _____ . Telephone number: _____ . Fax number: _____ .

13.2 Method of Notice. Any written notices, invoices, or written reports to be given pursuant to this Agreement may be made either by personal delivery or by certified mail (postage prepaid with return receipt requested), or facsimile (with a copy by certified mail). Mailed notices shall be addressed to the parties at the addresses appearing in this Article. Each party may change the address provided in subsection 13.1 by written notice in accordance with this paragraph. The effective date of any such notice or report shall be deemed the date of personal delivery or facsimile transmission, or the date upon which notice or report is delivered to the other party as stated in the return receipt, whichever is earliest.

14. Entire Agreement.

14.1 Except as provided for in this Agreement, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement, including, but not limited to, changes in the scope or schedules of services, shall be effective only if it is in writing signed by the authorized representatives of the Court and the Contractor.

In Witness Whereof, the parties have cause for this Agreement to be executed by the following persons, whom the parties represent have the authority to enter into contracts on behalf of their respective organizations

For the Court

Date: _____

Zenell Brown

Executive Court Administrator

Third Judicial Circuit of Michigan

For _____

Date: _____

(Name) (Title)

Section 5 – Michigan Mental Health Court Grant Program Rates

MMHCGP TREATMENT/SERVICE RATES

If any of your participants are receiving a service that is not on the list, please contact the SCAO Mental Health Court analyst, Daisy Beckett, at beckettd@courts.mi.gov to obtain additional rates

Code	Population	Service Description	Rate
90791	Adult	Assessment	\$ 483.00
90792	Adult	Assessment	\$ 355.35
90834	Adult	Mental Health Outpatient Care 45 minutes	\$ 156.40
90837	Adult	Mental Health Outpatient Care 60 minutes	\$ 207.00
90853	Adult	Group Therapy	\$ 83.95
96372	Adult	Medication Administration	\$ 97.75
99212	Adult	Established Patient Evaluation and Management	\$ 102.35
99213	Adult	Established Patient Evaluation and Management	\$ 149.50
99214	Adult	Established Patient Evaluation and Management	\$ 262.20
H0031	Adult	Assessment	\$ 272.55
H0032	Adult	Treatment Planning	\$ 177.10
H0038	Adult	Peer Directed and Operates Support Services minutes	\$ 18.40
H0039	Adult	ACT	\$ 74.75
T1001	Adult	Assessment	\$ 157.55
T1002	Adult	Health Services	\$ 83.95
T1016	Adult	Supports Coordination/Wrap Facilitation	\$ 85.10
T1017	Adult	Targeted Case Management	\$ 80.50
90791	Children	Assessment	\$ 596.85
90847	Children	Therapy - Family	\$ 188.60
90849	Children	Therapy-Family	\$ 293.25
99213	Children	Established Patient Evaluation and Management	\$ 197.80
99214	Children	Established Patient Evaluation and Management	\$ 277.15
99215	Children	Established Patient Evaluation and Management	\$ 372.60
H0002	Children	Assessment	\$ 172.50
H0032	Children	Treatment Planning	\$ 207.00
H2033	Children	Home Based Services	\$ 103.50
S5111	Children	Family Training – HM	\$ 211.60
T1017	Children	Targeted Case Management	\$ 81.65
T1023	Children	Assessments	\$ 545.10
96372	DD	Medication Administration	\$ 113.85
99214	DD	Established Patient Evaluation and Management	\$ 244.95
H2015	DD	Community Living Supports - 15 min	\$ 5.75
T1016	DD	Supports Coordination/Wrap Facilitation	\$ 101.20
T1017	DD	Targeted Case Management	\$ 95.45