

Evaluation of Michigan Drug Courts Request for Proposals

**Issued By:
The State Court Administrative Office
of the Michigan Supreme Court**

Effective Until July 22, 2016

Part I - Introduction

A. General Information

This Request for Proposals (RFP) provides interested bidders with information to prepare and submit proposals for consideration by the State Court Administrative Office (SCAO).

B. Contract Award

The contract entered into will be the contract deemed most advantageous to the SCAO. The SCAO reserves the right to consider proposals or modifications to proposals received at any time before the award is made, if such action is in the best interest of the SCAO. If a contract is awarded, the selected bidder will be required to comply with the contract provisions in Part IV of this RFP, which will be a part of the contract.

C. Rejection of Proposals

The SCAO reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the SCAO. This RFP is made for informational or planning purposes only. The SCAO does not intend to award a contract solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained.

D. Incurring Costs

The SCAO is not liable for any cost incurred by the prospective contractors prior to issuance of the contract.

E. Inquiries

Questions that arise as a result of this RFP must be submitted in writing to the SCAO. **All questions must be submitted on or before July 20, 2016** to Jessica Parks at parksj@courts.mi.gov or sent to:

Jessica Parks

Michigan Hall of Justice

925 West Ottawa

P.O. Box 30048

Lansing, MI 48909.

F. Amendment to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all bidders.

G. Response Date

To be considered, the proposal must arrive at the SCAO, 925 West Ottawa, P.O. Box 30048, Lansing, MI 48909, on or before **July 22, 2016, at 5:00 p.m.** Bidders who mail proposals should allow adequate delivery time to ensure timely receipt of their proposals.

H. Proposals

To be considered, bidders must submit a complete response to this RFP, using the checklist provided in Part V. No other distribution of proposals will be made by the bidder. Proposals must be signed by an official authorized to bind the bidder to its provisions. The proposal must remain valid for at least 90 days.

I. Acceptance of Proposal Content

The contents of the proposal of the successful bidder may become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

J. Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

K. Oral Presentation

Bidders who submit a proposal may be required to make an oral presentation of their proposal to the SCAO. The presentation provides an opportunity for the bidder to clarify his/her proposal to ensure thorough mutual understanding. If necessary, the SCAO will schedule the presentations.

L. Prime Contractor Responsibilities

The selected contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Further, the SCAO will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

M. Independent Contractor Status

The selected contractor will act as an independent contractor in the performance of duties under the contract reached between the contractor and the SCAO. Accordingly, the selected contractor will be responsible for payment of all taxes, including federal, state, and local taxes, arising out of the selected contractor's activities in accordance with a contract, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance tax, and any other tax or business license fee as required. Because the selected contractor is engaged in his/her own independent business, the contractor will not be eligible for, and will not participate in, such benefits as pension plans, health or other fringe benefit plans, holiday pay, sick pay, and vacation pay of the SCAO or the Michigan Supreme Court, or such other rights or provisions arising out of a contract of hire or employer/employee relationship as a result of a contract. No workers' compensation insurance will be obtained by the SCAO concerning the selected contractor.

N. Time Schedule for Beginning and Completing the Evaluation

A complete schedule of all activities and a breakdown of the basis for all costs associated with the evaluation must be submitted. The successful bidder will be required to submit a detailed evaluation plan, schedule of activities, and the cost breakdowns to the SCAO no later than **July 22, 2016**.

O. Contract Payment Schedule

The SCAO shall make payments to the selected contractor as negotiated in the written contract. Payment will be made contingent upon submission of timely and complete reports and satisfactory progress on the evaluation as outlined in the evaluation design and schedule of activities. Payments are reimbursement for invoices submitted by the bidder.

P. News Releases

News releases pertaining to this RFP on the service, study, or project to which it relates shall not be made without prior approval by the SCAO.

Q. Data Responsibilities

Prior to accessing data through the SCAO, the contractor must agree:

1. To keep all data confidential;
2. That the data are at all times property of the SCAO;
3. That if the contractor accesses the state's computer system, the contractor must comply with all safety and security protocols as set forth by the Michigan Department of Technology, Management, and Budget and the SCAO;
4. That the contractor must permit the SCAO to review the data, methodology used, and the purported results before they are made public;
5. That if the SCAO does not agree with the contractor's results, the SCAO has the option to provide a written disclaimer to all of the published results.

Part II - Project Information

A. Background

“Drug court” is an umbrella term that encompasses adult circuit court (felony) drug courts, adult district court (misdemeanor) drug courts, DWI courts, family dependency treatment courts, and juvenile drug courts. Drug courts are court-operated treatment programs for individuals with diagnosed substance use disorders who have pending legal action as a result of their crimes driven by their addictions. A primary goal of drug court is to reduce drug and alcohol addiction and related crime. The courts follow Michigan statutes and national guidelines when designing and operating their programs. For example, all drug courts are presided over by a judge. He or she holds status review hearings during which drug court participants come before the judge to update the judge on program progress. During these frequent hearings, the judge provides incentives and words of encouragement for program progress and sanctions or admonishment for violations of court orders or lack of progress. In addition to the drug court participants providing updates on program progress, the judge receives updates from a team of professionals who are part of the drug court program. This team often includes treatment providers, a prosecutor, a defense attorney, probation officers, a law enforcement officer, an evaluator, and a program coordinator. The treatment providers provide information about the participants' clinical assessments, disorders, need for treatment, types of appropriate treatment, progress in treatment, and other program relevant treatment information. The prosecutor and defense attorney provide nonadversarial perspectives on what is in the best interest of the participants and the community. Probation officers provide updates on their supervision of the participants, provide links to community resources such as housing and job training, discuss participants' drug and alcohol test results, and update the judge about participants' adherence to their court orders. Law enforcement officers provide information about the participants' interactions with law enforcement in the community, identify potential participants lodged in jails, and conduct curfew and home checks. Evaluators update the judge on aspects of the program that data suggest could be improved. Program coordinators coordinate the team, ensure data collection, develop and maintain a participant screening process, create and update forms and manuals associated with the program, help supervise the team, contract with vendors such as drug testing agencies and treatment providers, and seek and maintain funding for the program.

B. Purpose of Evaluation

A great deal of research is available on drug courts nationally and in Michigan. Research has established that drug courts do reduce participants' criminal recidivism and participants' drug and alcohol use. In addition, many drug courts are cost effective. Although the cost to rehabilitate the participants is significant, the cost saved as a result of the individuals' being in the community rather

than jail and their reduced future criminal engagement and the cost to the victims of those crimes outweighs the rehabilitation investment. While these generalizations have been established, they are averages across many different types of participants and program designs. The purpose of this evaluation is to dig deeper into adult (excluding juvenile) drug court data to understand who drug courts help the most and what program characteristics are most important. The evaluation will examine participant and program characteristics associated with success. Success will be defined in two ways. First, success is graduating from (or completing) the program requirements. Second, success is a reduction in new criminal convictions (recidivism) compared to a group of standard probationers matched to drug court participants on numerous demographic and criminal history characteristics.

Example Participant Characteristics to Evaluate

- Does the participants' drug of choice influence the likelihood that they will succeed?
- What age group is most likely to succeed?
- What gender is most likely to succeed?
- Does the charge or type of offense that brought the participants to the program affect their likelihood of success?

Example Program Characteristics to Evaluate

- Does the legal incentive of having a charge reduction or a case dismissal upon completion result in more program completions than those that do not have a legal incentive?
- Are shorter programs better than longer programs?
- Do programs that have more frequent status review hearings have better success than those with less frequent status review hearings?
- Do programs that drug test more than twice per week have more success than those that test twice per week or less?
- Are programs that accept a wide variety of participants more successful than those that limit their acceptance to particular charges, substances of addiction, etc.?

C. Resources Available

SCAO will supply the Provider with a data set of adult drug court data in either Microsoft Excel or Statistical Package for the Social Sciences (SPSS) format and a data definitions document that corresponds to the data elements in the file. For a preview of the types of data in the drug court dataset, visit <http://courts.mi.gov/Administration/admin/op/problem-solving-courts/Documents/MinimumStandardDataReformattedAdult.pdf>. SCAO will also supply the Provider with a file of comparison participants matched to the drug court participants on demographic and criminal history variables and data on new criminal convictions of individuals in both groups. For a thorough explanation of the comparison group dataset, visit <http://courts.mi.gov/Administration/admin/op/problem-solving-courts/Documents/RecidivismExplanation.pdf>. SCAO staff is willing to meet with the selected Provider to discuss the data elements in the files to ensure the Provider has mastery of the data sets prior to analysis.

SCAO will also supply the Provider with the drug court statutes, copies of the 10 Key Components and 10 Guiding Principles (national publications upon which the programs are modeled), SCAO manuals for program planning and implementation, the Drug Court Judicial Benchbook published by the National Drug Court Institute, and Volumes I and II of the National Association of Drug Court Professionals Adult Drug Court Best Practice Standards.

D. Expectations of Evaluation Process

SCAO expects that the Provider will observe and interview program staff in no less than five locations and that the locations will be inclusive of adult circuit court, adult district court, DWI, and family dependency drug court program types prior to receiving the data sets from SCAO in order to gain a solid understanding of program operations and the breadth of program designs represented in the data sets. SCAO expects to be given at least two weeks to review and comment on a rough draft of the report that the final report will be received within six months of contract issuance.

Part III - Budget

A. Total Project Budget and Narrative Description

Use the table below to identify the total cost of the project. Matching or in-kind funds is not a required condition of being awarded a contract but, if used, please indicate them in the table. Then, describe the information in the table in narrative format. Proposed budget requests must be within approved state rates which can be found in Appendix A. To assist with travel estimates, a list of drug court programs can be found at <http://courts.mi.gov/Administration/admin/op/problem-solving-courts/Documents/DrugSobrietyCourts.pdf>.

| Item | SCAO Funds | Match/In-Kind Funds | Total |
|-------------------------------|-------------------|----------------------------|--------------|
| Personnel | | | |
| Consultant/Contractual | | | |
| Travel | | | |
| Other (specify below) | | | |
| | | | |
| | | | |
| Total | | | |

Part IV - Contract Provisions

SCAO desires to include these provisions in its contracts.

1. GENERAL PROVISIONS

1.01 This contract is made between the State Court Administrative Office, Lansing, Michigan (SCAO) and _____ (the Provider).

1.02 This contract is to obtain _____ [*professional consulting services*] to assist the SCAO.

1.03 In consideration of the mutual promises and covenants in this contract, and the benefits to be derived from this contract, the parties agree as follows:

2. TERM OF CONTRACT

2.01 This contract becomes effective when it is signed by the parties.

2.02 This contract terminates on _____, at 11:59 p.m.

2.03 In the event that an extension of this contract is desired, the parties must agree to the extension in writing prior to the expiration of this contract.

3. RELATIONSHIP

3.01 The Provider is an independent contractor, and it is understood the Provider is not an employee of the SCAO. No employee or subcontractor of the Provider is an employee of the SCAO.

3.02 No liability or benefits, including, but not limited to, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, fringe benefits, training, holiday pay, sick pay, vacation pay, or such other rights, provisions, or liabilities arising out of an agreement of hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as a result of this contract. The Provider is not eligible for, and will not participate in, any such benefits.

3.03 The Provider is responsible for payment of all taxes, including federal, state, and local taxes arising out of the Provider's activities in accordance with this contract, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees.

3.04 The Provider shall not direct the work or commit the working time of any SCAO employee under this contract. To the extent that the Provider seeks the assistance of any SCAO employee to perform the Provider's responsibilities under this contract, the Provider must obtain prior written approval from the state court administrator or his designee.

3.05 The Provider does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

4. SCOPE OF SERVICES

4.01 Under the direction of the SCAO, the Provider will provide _____. Those services will include, but not be limited to, the following projects and initiatives: _____.

4.02 The Provider shall, during the contract term or any extension thereof, use the Provider's best efforts and endeavors to promote the interests of the SCAO. The Provider, and the Provider's employees or subcontractors, shall devote such time, attention, skill, knowledge, and professional ability as is necessary to most effectively and efficiently carry out and perform the services as described in this contract and in any amendments to this contract.

4.03 Commitment of state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements, shall remain the sole responsibility of the SCAO.

5. PERFORMANCE AND PRICING

5.01 The SCAO agrees to pay the Provider a sum not to exceed \$_____ for the services performed pursuant to this contract. This sum includes all services, costs, fees, and expenses.

OR

5.01 The SCAO agrees to pay the Provider at a rate of \$_____ per hour for the services performed pursuant to this contract. The maximum amount billable pursuant to this contract shall be \$_____. This sum includes all services, costs, fees, and expenses.

5.02 The compensation for services performed pursuant to this contract is inclusive of any and all remuneration to which the Provider is entitled. The Provider shall be responsible for all payment of all expenses the Provider incurs under this contract, including, but not limited to, license fees, memberships and dues, automobile and other expenses, insurance premiums, telephone costs, and all salary, expenses, and other compensation paid to the Provider's employees or contract personnel that the Provider hires or retains. The SCAO may, at the SCAO's sole discretion, reimburse the Provider for preapproved travel expenses for travel located outside the [*Lansing*] area, including lodging, mileage, and meals that the Provider incurs in the reasonable fulfillment of the terms of this contract. Reimbursement will be at the standard government reimbursement rate utilized by the SCAO.

6. ASSIGNMENT

6.01 The Provider may not assign the performance under this contract to subcontract personnel except with the prior written approval of the SCAO.

7. METHOD OF PAYMENT

7.01 All payments for the proper performance of the contract shall be made by the SCAO monthly, upon the submission by the Provider of invoices for approval by the SCAO on a form approved by the SCAO. The invoices shall include a specification of the hours worked, hourly salary, and the detailed services provided by the Provider, and/or for each of the Provider's staff, during the period for which payment is sought.

8. CONFIDENTIAL INFORMATION

8.01 In order that the Provider's employees or subcontractors may effectively provide fulfillment of this contract to the SCAO, the SCAO may disclose confidential or proprietary information pertaining to the SCAO's past, present, and future activities to the Provider. All such information is proprietary to the SCAO and Provider shall not disclose such information to any third party without prior approval from the SCAO. The Provider agrees to return all confidential or proprietary information to the SCAO immediately upon the termination of this contract.

9. RIGHTS TO WORK PRODUCT

9.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product prepared by the Provider under this contract, and amendments thereto, shall belong to the SCAO and are subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Provider original materials produced under this contract and shall have the right to distribute those materials.

9.02 The SCAO grants the Provider a royalty-free, nonexclusive license to use anything developed in the course of executing this contract if the work product enters the public domain.

9.03 The SCAO shall have copyright, property, and publication rights in all written or visual material or other work products developed in connection with this contract. The Provider shall not publish or distribute any printed or visual material relating to the services provided under this contract without the prior explicit permission of the SCAO.

10. WRITTEN DISCLOSURE

10.01 The Provider and the Provider's employees or subcontractors shall promptly disclose in writing to SCAO all writings, inventions, improvements, or discoveries, whether copyrightable, patentable, or not, which are written, conceived, made, or discovered by the Provider or the Provider's employees or subcontractors jointly with the SCAO or singly by Provider or the Provider's employees or subcontractors while engaged in activity under this contract. As to each such disclosure, the Provider shall specifically point out the features or concepts that are new or different.

10.02 The SCAO shall have the right to request the assistance of the Provider and the Provider's employees or subcontractors in determining and acquiring copyright, patent, or other such protection at the SCAO's invitation and request.

10.03 The Provider represents and warrants that there are at present no such writings, inventions, improvements, or discoveries (other than in a copyright, copyright application, patent, or patent application) that were written, conceived, invented, made, or discovered by the Provider or the Provider's employees before entering into this contract, and which the Provider or the Provider's employees desire to remove from the provisions of this contract, except those specifically set forth by attachment hereto.

11. INSURANCE

11.01 The Provider should carry insurance coverage in such amounts as necessary to cover all claims arising out of the Provider's operations under the terms of this contract. The Provider shall indemnify and hold harmless the SCAO for any liability incurred as a consequence of Provider's failure to maintain insurance coverage for Provider or Provider's subcontractors.

12. INDEMNITY

12.01 The Provider agrees to indemnify, defend, save, and hold harmless the SCAO, the Michigan Supreme Court, their agents, officers, and employees from any liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses (including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants) that may be imposed upon, incurred by, or asserted against the SCAO or the Michigan Supreme Court by reason of the Provider's acts or services provided under this contract.

12.02 The Provider also agrees to assume responsibility to safeguard the Provider's property and materials and that of the Provider's employees or subcontractors. The Provider agrees to save and hold the SCAO harmless for loss of any such property and materials used by the Provider pursuant to the Provider's performance under this contract.

12.03 The Provider warrants that it is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this contract. The SCAO will not be subject to any liability for any such claim.

12.04 In the event any action or proceeding is brought against the Provider by reason of any claim covered under this contract, the Provider will, at the Provider's sole cost and expense, resist or defend the action or proceeding.

13. TERMINATION

13.01 Each party has the right to terminate this contract without cause by giving written notice to the other party of such termination at least ten days before the effective date of such termination.

13.02 The SCAO will pay any compensation due to the Provider at the time of termination after an invoice is submitted to the SCAO. The Provider will refund any compensation to the SCAO that was made in excess of the amount invoiced at the time of termination.

13.03 In the event the Provider dies during the term of this contract, this contract shall terminate.

14. COMPLIANCE WITH LAWS

14.01 The Provider shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments, and shall save and hold the SCAO harmless with respect to any damages arising from any violation of the same by the Provider.

15. MICHIGAN LAW

15.01 This contract shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan.

16. CONFLICT OF INTEREST

16.01 The Provider presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this contract.

17. DEBT TO STATE OF MICHIGAN

17.01 The Provider covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

18. MEDIA INTERVIEWS AND ADVERTISEMENTS

18.01 Provider shall not participate in any media interviews or advertisements, including, but not limited to, discussions with journalists and the issuance of press releases, or statements relating to the duties performed in this contract, without prior SCAO approval.

19. DISPUTES

19.01 The Provider shall notify the SCAO in writing of the Provider's intent to pursue a claim against the SCAO for breach of any term of this contract within seven days of discovery of the alleged breach.

19.02 The Provider and the SCAO agree that with regard to any and all disputes, controversies, or claims arising out of or in connection with or relating to this contract; or any claim that the SCAO violated any local, state, or federal ordinance, statute, regulation, law, or common-law doctrine (including discrimination or civil rights claims); or committed any tort; the parties shall attempt to resolve the dispute through mediation. Selection of a mediator will be by mutual agreement of the parties.

19.03 The Provider and the SCAO agree that, in the event that mediation is unsuccessful, any disputes, controversies, or claims shall be settled by arbitration. Selection of an arbitrator will be by mutual agreement of the parties. The decision of the arbitrator shall be binding on both parties. The award, costs, and expenses of the arbitration shall be awarded at the discretion of the arbitrator. This agreement to arbitrate shall be specifically enforceable. A judgment of any circuit court shall be rendered upon the award made pursuant to submission to the arbitrator.

20. ENTIRE AGREEMENT

20.01 This contract contains the entire agreement between the parties and supersedes any prior written or oral promises and representations. No other understanding, oral or otherwise, regarding the subject matter of this contract exists to bind either of the parties.

21. AMENDMENT

21.01 This contract may be amended only upon written agreement of the parties.

Part V. Proposal Format and Requirements Checklist

A. Authorizing Official

The proposal must be signed by an official authorized to bind the bidder.

B. Proposal Contents

1. The cover letter must:

- State that the bidder is able to comply with the tasks listed in the RFP.
- Include the location from which the bidder will work.
- State that the person signing the letter is the authorizing official.
- State that the proposal will remain valid for at least 90 days after July 22, 2016.

2. Description of Work

- The bidder must submit a detailed explanation of how the bidder would design the evaluation, conduct the analyses (including the type of analyses used), and issue an evaluation report in the time afforded.

3. Bidder's Experience

- Submit a brief list of projects that the bidder has or is leading that illustrate the bidder's ability to successfully lead this project.
- Submit a summary of evaluation experience of the individuals anticipated to work on this project.

4. Cost Analysis

- Complete the total project budget table.
- Complete the budget narrative.

Appendix A

MICHIGAN SUPREME COURT STANDARDIZED TRAVEL RATES RATES EFFECTIVE 01/01/2016

IN-STATE MEALS & LODGING (SELECT COUNTIES & CITIES)

WAYNE COUNTY, OAKLAND COUNTY, ANN ARBOR, HOLLAND, MACKINAC ISLAND, SOUTH HAVEN

| | |
|-------------|---------|
| LODGING* | \$75.00 |
| BREAKFAST** | 10.25 |
| LUNCH** | 10.25 |
| DINNER** | 24.25 |

IN-STATE MEALS & LODGING

| | |
|-------------|---------|
| LODGING* | \$75.00 |
| BREAKFAST** | 8.50 |
| LUNCH** | 8.50 |
| DINNER** | 19.00 |

Group Meetings/Group Lunches \$11.50

OUT-OF-STATE SELECT CITIES (see attachment)

Contact Conlin Travel

| | |
|-------------|------------------------------|
| LODGING* | Actual Supported by Receipts |
| BREAKFAST** | \$13.00 |
| LUNCH** | 13.00 |
| DINNER** | 25.25 |

OUT-OF-STATE MEALS & LODGING

Contact Conlin Travel

| | |
|-------------|------------------------------|
| LODGING* | Actual Supported by Receipts |
| BREAKFAST** | \$10.25 |
| LUNCH** | 10.25 |
| DINNER** | 23.50 |

INCIDENTAL COSTS PER DAY (with overnight stay) \$5.00

MILEAGE

| | |
|---------------|------------------|
| PREMIUM Rate | \$0.540 per mile |
| STANDARD Rate | \$0.360 per mile |

* PLUS TAXES ** INCLUDES TIPS and TAX