

## Request for Proposals (RFP)

### Drug and Alcohol Testing Services for Cass County Family Treatment Court (FTC) Adult Treatment Court (ATC) & Sobriety Court (SC) Swift & Sure Sanction Probation Program (SSSPP) Mental Health Court (MHC)

The Cass Courts are seeking proposals for frequent, random, and observed drug and alcohol testing services for FTC, ATC, SC, SSSPP, and MHC (hereinafter "Problem Solving Court").

All proposals must incorporate evidence-based best practices for drug and alcohol testing.

The Cass Courts reserve the right to reject any proposal submitted for any reason. Cost is an important consideration, but is not the sole qualification for a successful proposal. Any proposal must be acceptable to the Cass Courts.

#### PROPOSAL DEADLINES

**Questions on this Request for Proposal are due by: Friday, 2/10/23, by 5 pm**  
**Proposals due by email (in PDF format) by: Friday 2/17/23, by 5 pm**

A complete proposal, evidencing name and address of the proposer(s), as well as any questions on this Request for Proposal, should be submitted by email to Sarah Mathews at [sarahm@cassco.org](mailto:sarahm@cassco.org).

**Proposals received after the due date and time will be considered late and subject to disqualification. Completeness is the responsibility of the applicant.**

#### PROPOSAL REQUIREMENTS & EVALUATION OF PROPOSALS

Required proposal terms are set forth in pages 2-5 of this RFP.

Proposal evaluation information is set forth in pages 6-7 of this RFP.

## Services to be provided

1. Drug and alcohol testing must adhere to evidence-based best practices including, but not limited to, drug and alcohol testing protocols recognized by SCAO, NADCP, and MATCP, including updates:

[Adult Drug Court Standards, Best Practices, and Promising Practices, March 2021](#)

[Volume II of Adult Drug Court Best Practice Standards, 2018](#)

[MATCP Drug Testing Manual 2<sup>nd</sup> Edition, 2017](#)

2. Drug and alcohol testing must be frequent (minimum of twice/week), random, and observed (same sex) urine analyses (UA) drug and alcohol tests. Gender identity means an individual's internal sense of being male or female, which may be different from an individual's sex assigned at birth—observed testing shall occur based on a person's sex assigned at birth or pursuant to completed gender reassignment surgery.

3. Testing must be provided at community testing sites identified by the Cass Courts, as well as via mobile testing in program participant's homes and other locations as requested.

4. The probability of being tested in the evening, weekend, and holidays must be the same as on any other days/times. Testing days must be selected by a computerized randomizer.

5. Testing services must be coordinated, and information communicated with the participant's MDOC Agent (if applicable), DHHS worker (if applicable), Case Manager, and the Program Coordinator.

6. Vendor is responsible for ordering and maintaining necessary inventory including PPE supplies.

7. Vendor is responsible to collaborate to facilitate entry of all test results into the Michigan Drug Court Case Management Information System (MDCCMIS) within 24 hours of administering a test.

8. Vendor is responsible for timely communication with participants during testing and following up with Problem Solving Court Teams after each test regarding any relevant statements, behaviors, or observations immediately prior to, during, and after testing.

9. Vendor must examine test specimens for all unauthorized substances that are suspected to be used by drug court participants. Randomly selected specimens are to be tested periodically for a broader range of substances to detect new substances that might be emerging in the drug court population.

10. Vendor is responsible for following all evidence-based practices to reduce the risk of the participant providing an adulterated, tampered, or substitute specimen.

11. When a participant denies substance use in response to a positive screening test, vendor agrees to send a portion of the same specimen to a SAMHSA approved laboratory for confirmation analysis using the instrumented test GC/MS. When a participant admits to using the drug or alcohol identified by the screening procedure, they shall make that admission in writing on a court provided form. If there is no admission, confirmation of presumptive positive tests is mandatory. The vendor is responsible to provide confirmation test results with a goal of turnaround within 48 hours of sample collection.

12. The vendor is responsible for routinely examining and testing specimens for evidence of dilution and adulteration including testing for temperature, creatinine, and specific gravity.

13. Vendor is required to be trained on and follow generally accepted chain-of-custody procedures when handling test specimens. A chain-of-custody form shall be completed when a urine sample has been collected and is being transported from the testing site. This form ensures the identity and integrity of the sample through transport, testing, and reporting of results.

14. The vendor and the associated SAMHSA approved lab used for confirmation testing must cooperate if the court determines that scientific, technical, or other specialized knowledge will assist the trier of fact to understand the evidence or to determine a fact in issue. A witness qualified as an expert by knowledge, skill, experience, training, or education will testify in the form of an opinion or otherwise if (1) the testimony is based on sufficient facts or data, (2) the testimony is the product of reliable principles and methods, and (3) the witness has applied the principles and methods reliably to the facts of the case.

15. Vendors are required to comply with 42 USC § 290dd-2, the federal law that protects the confidentiality of the identity, diagnosis, prognosis, or treatment of any patient records that are maintained in connection with the performance of any federally assisted program or activity relating to substance abuse treatment, as well as 42 CFR, Part 2, the federal law regarding confidentiality of substance use disorder patient records.

16. Vendors are required to comply with the Health Insurance Portability and Accountability Act (HIPAA). HIPAA is a federal law that created national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge.

17. Vendor is required to provide expeditious communication with the Program Coordinators and to make information available to or be available for Staffing and Core Team meetings as requested.

18. Vendor must agree to participate in interdisciplinary trainings as requested.

19. Vendor must agree to accommodate all requested auditing activities at the request of the Cass Courts to ensure that services are being performed as described in this RFP.

**Terms of Contract**

The term of the agreement shall be from the date the RFP is accepted through 9/30/23, subject to continued grant funding. The parties may agree to renew the agreement for additional time periods, if additional grant funding is received.

**Compliance with Laws, including Anti-Discrimination Laws**

The Applicant shall certify that it will comply with all applicable federal, state, and local laws and regulations including those prohibiting discrimination in its employment practices.

**No Conflict of Interest**

The Applicant may not have a personal or financial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Contract.

**Indemnification and Hold Harmless**

Organizations or agencies submitting a proposal must be willing to sign a contract that will provide a full indemnification and hold the Cass Courts and their affiliates harmless of any liability arising from or out of the provision of services by the Applicant. The contract will include a full statement of responsibility for reimbursing the Organization for any costs or expenditures that are disallowed in an audit, or for any other claims which might be made against the Organization arising from the acts or omissions of the Applicant.

**Insurance**

The Applicant shall carry insurance coverage in such amounts as necessary to cover all claims arising out of the Applicant's services and/or the Applicant's failure to provide such services under the terms of the Contract.

**Independent Contractor Status**

The Applicant will act as an independent contractor in the performance of duties under the contract. Accordingly, the Applicant will be responsible for payment of all taxes including federal, state, and local taxes arising out of the Applicant's activities in accordance with an agreement, including by way of illustration but not limited to federal and state income taxes, social security taxes, worker's compensation taxes, unemployment insurance taxes, and any other taxes or fees required by Applicant to execute the project. The Applicant will not subcontract out its obligations to the Cass Courts unless approved by the Cass Courts before such subcontracting. The Applicant will supply all of its own materials and equipment except as otherwise agreed upon.

**Details required in proposal**

Sole Contact person during RFP process. Include name, title, address, email, and phone number

Person authorized to receive, modify, change, and sign a resulting contract, if different than the sole contact person. Include name, title, address, email, and phone number

Abusive Labor Practices. The Applicant certifies that it will not furnish any deliverable that was produced fully or partially by forced labor, forced or indentured child labor, or indentured servitude, and will comply with any and all applicable employment laws in carrying out its responsibilities. (Must respond YES or NO)

Authorization to Verify Information Provided by Vendor. I authorize the Cass Courts to verify that all information provided is accurate. (Must respond YES or NO)

Costs for Services (specify and itemize)

If costs are variable depending on volume, please specify details.

Details of Services and how Services will be provided

Education, training, experience, licensing, ethics, and qualifications

Approach for managing costs and risks

Technical capabilities and ability to timely perform the services as reflected by current and projected workload including adequacy of personnel, equipment, and facilities

Identify all current contracts for drug and alcohol testing services

**Evaluation Criteria/Evaluation Process**

Proposals receiving 80 or more technical evaluation points (see below) will have pricing evaluated and considered for award. The Cass Courts may utilize all applicant information, without regard to a proposal’s technical score, to determine fair market value for the services sought. The Cass Courts are not obligated to accept the lowest priced proposal.

Depth and range of understanding and experience with drug and alcohol testing	25
Familiarity and experience with drug and alcohol testing for drug courts, other courts, or similar industry	25
Overall ability to develop and complete drug and alcohol testing meeting the criteria set forth in the RFP	25
Completeness of Response to RFP	25

**Award Recommendation**

The contract will be awarded to the responsive and responsible applicant who offers the best value to the Cass Courts, as determined by the Cass Courts. Best value will be determined by the applicant meeting the minimum point threshold and offering the best combination of the factors stated in the Evaluation Process section of this document, and price, as demonstrated by the proposal.

**Incurred Costs Disclaimer**

The Cass Courts will not be liable in any way for any costs incurred by applicants in replying to this proposal request. There are no guarantees of any awards relative to this Request for Proposal.

## Acceptance or Rejection of Proposals

The Cass Courts reserve the right to:

- Waive minor technical deficiencies and irregularities, or both, in the Request for Proposal, the process of requesting or receiving proposals, or the proposals received from submitters.
- Request clarification of all or any portion of a proposal from any or all of the submittals received in response to a request for qualification or proposal or both from any or all of the submitters.
- Accept or reject any or all proposals as determined by the Chief Judge of the Cass Courts, in her sole discretion, for any reason including but not limited to rejection and disqualification from consideration any or all submissions that the Cass Courts may deem inaccurate, misleading, exaggerated, or unresponsive to the information requested.
- To accept the applicant that, in the sole judgment of the Cass Courts meets the needs identified in this Request for Proposal and best serves the Cass Courts overall interests.