

Cherokee Nation

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REQUEST FOR PROPOSALS

Mental Health Consultant
Talking Leaves Job Corps



CHEROKEE NATION
P.O. Box 948
Tahlequah, OK 74465
(918) 456-0671

I. Introduction

The Cherokee Nation is the federally recognized government of the Cherokee people and thereby has sovereign status granted by treaty and law. Tribal sovereignty is the right to self-governance. The seat of tribal government is the W.W. Keeler Complex near Tahlequah, Oklahoma, capital of the Cherokee Nation. The Talking Leaves Job Corps is operated and ran by the Cherokee Nation. The purpose of Talking Leaves Job Corps is to assist youth in completing their education and the development of vocational skills to be a productive citizen in society.

II. Summary

The Cherokee Nation now seeks vendors to submit proposals to provide mental health and consultation and assistance in the development, implementation, and monitoring of the mental health program to help students at the Talking Leaves Job Corp (TLJC). Services will be rendered at the Talking Leaves Job Corps located at 5700 S. Bald Hill Rd., Tahlequah, OK 74464. Vendors are requested to review the following documentation and provide a written proposal, and a point-of-contact for interview and idea presentation.

III. Proposal Requirements

Proposals should include, but are not limited to, the following:

- A. Experience
- B. Timeframe – to start service if successful, and planned outline of time spent with students, TEAP, and training
- C. References – provide list of references including name of company, contact name and phone number, and/or letters of reference.
- D. Costs – provide itemized listing of cost and grand total for entire project.
- E. Service
- F. Copies of Credentials for Staff to be utilized if selected as successful proposal.

General Information/Requirements

Questions must be submitted in written format to fax (918) 458-7695, or e-mailed to jeananna-hendricks@cherokee.org. Questions must be submitted no later than **September 17, 2018**. Responses to questions will be posted on the website www.cherokeebids.org no later than 5:00 p.m. on **September 19, 2018**.

Responses must include a written proposal addressing, at a minimum, each of the outlined requirements. **Interested bidders are requested to submit five (5) copies of the proposal.**

Responses must be submitted in a sealed envelope no later than 5:00 p.m. on September 25, 2018. Responses may be mailed to Cherokee Nation, Sealed Bid: Mental Health Consultant, Attn: Jeananna Hendricks, P.O. Box 948, Tahlequah, Oklahoma 74465, or hand-delivered to Cherokee Nation, Sealed Bid: Mental Health Consultant, Attn: Jeananna Hendricks, 17665 S. Muskogee, Tahlequah, OK 74464.

Proposals will be accepted from Indian and Non-Indian firms. Indian preference will be given to those firms certified as Indian-owned by the Cherokee Nation Tribal Employment Rights Office (TERO), P.O. Box 948, Tahlequah, Oklahoma, 74465. Proof of certification must accompany all proposals.

Notification of acceptance of proposal will be made via written communication with original to follow via mail.

The Cherokee Nation reserves the right to determine a proposal acceptable in terms of meeting RFP requirements. The Cherokee Nation reserves the right to accept or reject any and all proposals received and to negotiate with bidders regarding the terms of their proposals or parts thereof. The Cherokee Nation reserves the right to award a contract in the best interests of the Cherokee Nation.

Modification of Proposal - Any bidder may modify their proposal at any time prior to the scheduled closing time for receipt of proposals, provided such communication is received in writing by the Cherokee Nation prior to the closing time.

Subcontracts - The Cherokee Nation will contract only with the Contractor. Should the Contractor propose to employ a Subcontractor, the request must be made in writing to the Director of Acquisition Management. The Nation must approve in writing any person, firm, or party proposed by the bidder to award a subcontract. The Cherokee Nation, in giving such acceptance, assumes no responsibility in connection with the terms of the subcontract and their performance will be the responsibility of the Contractor.

Conditions of Work - Each bidder must inform themselves fully of the scope of work of this Request for Proposal. Failure to do so will not relieve a successful bidder of his obligation to carry out the provisions of a contract resulting from this proposal. Insofar as possible, the bidder, in performing work under this contract, will employ such methods or means as will not cause any interruption of or interference with the work of the Cherokee Nation.

Interpretation of the Request for Proposal - Interpretation of the meaning of the Request for Proposal will be made in writing only. Requests for interpretation shall be submitted in written format to Jeananna Hendricks, at fax number (918) 458-7695 or e-mailed to jeananna-hendricks@cherokee.org by the given date and time. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be faxed or e-mailed to all prospective bidders (at the respective fax numbers or e-mail addresses furnished for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters - The bidder certifies to the best of its knowledge and belief that the bidder, the firm, or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or Indian tribe. The bidder will also certify they have not, within a three-year period preceding this Request for Proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local or Tribal) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commissions of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, and are not presently indicted for, or otherwise criminally or civilly

charged by a governmental entity with, commission of any of the offenses enumerated in this provision. The bidder certifies they have not, within a three-year period preceding this Request for Proposal, had one or more contracts terminated for default by a Federal, State, Local or Tribal agency.

The bidder shall provide immediate written notice to the Cherokee Nation if, at any time prior to contract award, the bidder learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making award. If it is later determined the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Cherokee Nation; the Cherokee Nation may terminate the contract resulting from this Request for Proposal for default.

Drug and Tobacco Free Workplace:

- Any Contractor performing work for the Cherokee Nation agrees to publish a statement notifying all employees, subcontractors, and other workers that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against violators of such prohibition.
- The Nation will consider lack of enforcement or lax enforcement of the statement by Contractor a default of the contract.
- The Contractor further agrees to provide all persons engaged in performance of the contract with a copy of the statement.
- A copy of responding party's Drug Free Workplace statement shall be included with the proposal or else the successful responding party will be deemed to accept and agree to use the statement provided by Nation.
- The Contractor understands and recognizes that all Cherokee Nation buildings, whether leased or owned, and the grounds surrounding those facilities are considered by the Nation to be a tobacco free workplace. The Contractor will ensure all employees, subcontractors, and other workers will abide by this policy.

Confidentiality - It is understood any information submitted to the bidder by the Cherokee Nation in respect to this Request for Proposal embodies certain proprietary information and is loaned to the bidder on a confidential basis. Any information acquired at the Cherokee Nation or otherwise relating to processes belonging to the Cherokee Nation incorporated into this project shall be kept confidential. The bidder agrees not to use in any unauthorized manner or communicate to others any such confidential items without the prior written consent of the Cherokee Nation and will undertake such measures as are necessary to require its employees and all approved subcontractors to maintain complete confidentiality.

TERM:

The term of the Agreement shall be from **October 1, 2018 to November 30, 2018, then follows December 1, 2018 to November 30, 2019.** With the option to extend for two (2) additional fiscal years based on satisfactory performance and agreement of both parties.

The PROVIDER agrees to:

1. Provide credentialing as a Psychiatrist, Clinical, Psychologist, or Psychiatric Social Worker.
2. Provide mental health consultation and assistance in the development, implementation, and monitoring of the mental health program for TLJC staff and students. The CONTRACTOR shall provide a minimum of eighteen (18) hours of behavioral health services per week during the term of this agreement.

3. Provide 24-hour, 7 day a week, on-call and backup schedule for mental health services. On call personnel shall respond within one (1) hour of a request for assistance from TLJC staff. The initial response may be in the form of a telephone call to assess the nature of the problem, or an on-site visit if required.
4. Provide assessments and recommendations for Job Corps applicants. Review of Social Intake Form (SIF) or intake assessment performed by counseling staff of students who indicate mental health history, current mental health problems, or who request to see the center mental health consultant within one (1) week of arrival. Mental-health assessments with recommendations for referred students.
5. Mental-health promotion and education to include:
 - Minimum of a 1-hour presentation on mental health promotion for all new students during the Career Preparation Period with an emphasis on employability.
 - At least one annual center-wide mental-health promotion and education activity.
 - Clinical consultation with Center Director, management staff, and Health and Wellness Manager regarding mental health related promotion and education efforts for students and staff.
 - Coordination with other departments/programs on center to develop integrated promotion and education services.
6. Treatment to include:
 - Short –term counseling with mental health checks as needed. The focus of these sessions should be on retention and behaviors that represent employability barriers.
 - Collaboration with Trainee Employee Assistance Program (TEAP)
 - Specialists in the short-term counseling of students with co-occurring conditions of mental health and substance use.
 - Collaboration with center physician and Health and Wellness staff on psychotropic medication monitoring of stable students, with the advice of consulting psychiatrist, if appropriate.
 - Collaboration with counseling staff in developing, and/or leading psycho-educational skill building groups to promote (e.g., relaxation training, anger management, mood regulation, assertiveness skills, handling relationships, sleep hygiene, etc.).
 - Information exchange through regular case conferences between the Center Mental Health Consultant, counselors, and other appropriate staff members based on individual student needs.
 - Crisis intervention, as needed
 - Referral to off-center mental-health professionals or agencies.
7. Submit monthly invoices to TLJC no later than the 15th day of each month for Behavioral Health Services. The monthly invoice shall state the number of hours worked, a list of participants seen, date(s) and amount.
8. Any travel incurred under this Agreement shall be included in the CONTRACTOR'S fee and is the responsibility of the CONTRACTOR unless otherwise stipulated by the NATION.
9. The CONTRACTOR hereby affirms he has not been convicted in this state or any other state of any sex offense, child abuse and/or neglect, any crime relating to any felony or any drug and/or alcohol related offense.
10. Maintain malpractice insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Five Hundred Thousand

Dollars (\$3,500,000.00) per aggregate. The Provider shall provide to TLJC certificates of insurance demonstrating coverage and naming Cherokee Nation as a additional insured within ten (10) days of execution of the Agreement. Said certificates of insurance shall contain a thirty (30) days cancellation clause. The Provider agrees to maintain such coverage with limits of liability and coverage required during the term of the Agreement.

TLJC/The NATION agrees to:

1. Provide access to all necessary student records and adequate office and consultation space.
2. Process payments to the PROVIDER within a reasonable time, upon receipt and approval of each of the PROVIDER'S original invoices.
3. Insure the PROVIDER adheres to the policies, procedures, and guidelines established by the NATION.

GENERAL PROVISIONS:

1. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the United States and where applicable, the laws of the Cherokee Nation. If it should appear that any of the Agreement terms are in conflict with any rule of law or statutory provision of the United States, or where applicable, with any rule of law or statutory provision of the Cherokee Nation, such conflict shall be deemed inoperative and null and void insofar as it may be in conflict with such law, and shall be deemed modified to conform to such rule of law.
2. This Agreement contains the complete expression of the parties' agreement with respect to the subject matter hereof, and shall bind the parties, their successors and assigns. There are no previous or contemporary understandings, representations, or warranties not set forth herein. No subsequent amendment or modification of this Agreement shall be of any force or effect unless in writing and signed by the parties to be bound thereby. No provision of this Agreement shall be considered waived by the NATION unless such waiver is in writing and signed by the NATION. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the provisions of this Agreement unless expressly stipulated in such waiver. The parties further state to the best of their knowledge, no employee of the NATION who exercises any functions or responsibilities in connection with the performance hereunder has any personal interest, direct or indirect, in this Agreement. This Agreement shall supersede any and all written or oral statements, agreements, and/or representations of the parties made prior to or contemporaneously with the execution hereof. The parties agree their respective performances hereunder shall be governed by an obligation of good faith.
3. This Agreement may be terminated or canceled by either party with or without cause upon ninety (90) days written notice by certified letter. In the event this Agreement is terminated or canceled by either party, the NATION shall compensate the PROVIDER only for services provided up to the point of termination or cancellation.
4. This Agreement may be modified by written mutual consent of both parties and concurrence of the United States Department of Labor.
5. The NATION and the PROVIDER hereby agree the services specified in this Agreement may not be delegated or assigned without the prior written approval of the NATION.
6. The parties hereto stipulate and agree the PROVIDER is an independent contractor, and the NATION is interested only in the results of the PROVIDER'S services and shall not control the means and methods by which the PROVIDER'S services are rendered. The PROVIDER is not eligible for Federal, Social Security, State Workers' Compensation, or Unemployment Insurance Benefits from the NATION by virtue of payment received and shall be responsible

for all federal and state taxes related to payments received from the NATION under this Agreement.

7. The PROVIDER shall indemnify, defend and hold harmless the NATION, its employees, agents, and representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, costs and expenses of whatsoever kind or nature, whether arising before or after the completion of the work in a manner directly or indirectly caused, claimed to be caused, by the reason of any act, omission, or negligence, whether active or passive of the PROVIDER or of anyone acting under the PROVIDER'S direction or control, or on his behalf, in connection with or incident to the performance of this Agreement.
8. This Agreement is subject to approval by the United States Department of Labor.
9. All publications related to the PROVIDER'S performance hereunder shall be cleared through the NATION and the TLJC National Health Office.
10. The PROVIDER agrees to make no public statement and/or dissemination information of data concerning TLJC students or activities without prior written permission of the NATION and the TLJC Center Director or his/her authorized designee.
11. The PROVIDER will assure the maintenance, confidentiality, and safeguarding of all necessary mental health records maintained outside of TLJC. Mental health records at TLJC shall be maintained by the TLJC'S Health Department. Copies of all case notes and records shall be forwarded to the TLJC National Health Office and made a part of the students' health records upon written consent of each student (18 years of age and over), or if required, written consent of each student's parent or legal guardian.
12. The NATION'S obligation for payment under this Agreement is contingent upon the availability of appropriated funds from which payment for services can be made. Funds are available for performance under this Agreement when appropriated or authorized by the Tribal Council of the Cherokee Nation. No legal liability on the part of the NATION for any payment may arise hereunder until funds are made available by the designated officer of the NATION for performance and until the PROVIDER receives notice of availability from the NATION'S designated officer.
13. Vendors please refer to the following website for Federal Acquisition Regulation Flow-Down Clauses:

http://www.cherokee.org/Docs/Services/CareerServices/TLJC_Acquisitions.pdf