



Oregon Department of Justice

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QUESTIONS and ANSWER DOCUMENT RFP No: 137-1268-13 Request for Mediator Applications (Request)

July 16, 2013

To: Interested Applicants

The Applicants' questions were due on July 15, 2013. Below are the questions that have been submitted and their answers.

1. Professional liability insurance amount is expensive for private mediators.
ANSWER: Per Section 3.1 of the Request, DCS reserves the right to negotiate the type and amount of insurance coverage, depending on the nature of each Applicant.
2. Does parenting plans need to be filed with the Court?
ANSWER: No, parenting plans do not need to be filed with the Court. See Section 4 for Service Requirements.
3. How would you like the letters of reference to be submitted? Would you like them directly from the reference or should I submit them as an attachment to my email application?
ANSWER: Submit your reference letters with your Application.
4. Is it acceptable to attach each response section as a separate PDF document to an email sent to you?
ANSWER: DCS prefers to have minimal attachments to make the process easier, as we will be receiving multiple Applications. Section 5.5, Cost must be a separate attachment or page.
4. Could you clarify the last sentence page 9, Section B. Compensation of the "Contract" attachment?
Sentence- "**Contractor** will not pay for services performed before the Effective Date of this Contract or after termination or expiration of this Contract."
ANSWER: The corrected sentence is "**Agency** will not pay for services performed before the Effective Date of this Contract or after termination or expiration of this Contract."

5. Regarding the contract, I am wondering what happens when the total funds awarded to the Contractor have been paid and there are more referrals. I assume that once Contractor has billed/provided the total services equal to the contract award that the Contractor has fully performed their duties under the contract and is not required to provide additional services. Is this a correct read? I did not see language linking the scope of the Contractor's duties to the exhaustion of the contract amount. Could you clarify?

ANSWER: The Contract will not be based on a total amount, but an amount per services, or however the submitter shows cost. There is a total bucket, but DCS cannot predetermine where the money will be spent. DCS will be watching the referrals and the drawdown of the funds to end the pilot when funds run out. Referrals will continue to be made as long as funds are available.

6. When would it be appropriate to terminate mediation if substantial progress is not being made by a family? It is possible that there could be less referrals than would meet the total contract award, but I wonder what happens when the opposite is true - more families who need services than the contract would provide for. Are there acceptable protocols to terminate mediation where one family is absorbing significant resources under the contract and not proving to be successful?

ANSWER: It will be up to the mediator to monitor their progress and mediation can be cancelled if it is not productive. Training will be provided on protocols.

7. Will your evaluation and selection process include an interview?

ANSWER: The evaluation and selection process will not include an interview. However, we may ask for clarifications and verifications.