



STATE OF NORTH CAROLINA

DEPARTMENT OF ADULT CORRECTION

Request for Proposal #: 52-RFP-760845748-CCG

Recidivism Reduction Services for Seven (7) Counties

Date of Issue: August 25, 2023

Proposal Opening Date: September 15, 2023

At 2:00 PM ET

Procurement Lead

Crystal Carlson

Procurement Specialist



STATE OF NORTH CAROLINA

Request for Proposal

52-RFP-760845748-CCG

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

STATE OF NORTH CAROLINA
Department of Adult Correction

| | |
|---|---|
| <p>Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details:</p> | <p>Request for Proposal #: 52-RFP-760845748-CCG</p> <p>Proposals will be publicly opened: September 15, 2023, at 2:00 PM ET</p> <p>Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 239 559 236 541 Passcode: wkTiC3 Download Teams Join on the web</p> <p>Join with a video conferencing device ncgov@m.webex.com Video Conference ID: 118 371 488 5 Alternate VTC instructions</p> <p>Or call in (audio only) +1 984-204-1487,9958494# United States, Raleigh Phone Conference ID: 995 849 4# Find a local number Reset PIN</p> |
| <p>Using Agency: Department of Adult Correction Division of Rehabilitation & Reentry Services</p> | <p>Commodity No. and Description: 859110 – Psychotherapy and Counseling Services</p> |
| <p>Requisition No.: PR12606504</p> | |

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

| | | |
|---|-------------------|--------------------|
| COMPLETE/FORMAL NAME OF VENDOR: | | |
| STREET ADDRESS: | P.O. BOX: | ZIP: |
| CITY & STATE & ZIP: | TELEPHONE NUMBER: | TOLL FREE TEL. NO: |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21): | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | | FAX NUMBER: |
| VENDOR'S AUTHORIZED SIGNATURE*: | DATE: | EMAIL: |

VALIDITY PERIOD

Offer shall be valid for at least **one hundred twenty 120 days** from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

| |
|--|
| <p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of Department of Adult Correction)</p> |
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1.0 PURPOSE AND BACKGROUND

The purpose of this RFP, and any resulting contract award, is to solicit proposals from qualified Vendors to provide cognitive behavioral programming and linkages to community resources for the high-risk adult offender population supervised by the North Carolina Department of Adult Correction (NCDAC) in the following counties: **Jackson, Macon, Rockingham, Rowan, Swain, Tyrrell, and Wilkes.**

This solicitation will establish an agency specific contract, pursuant to 01 NCAC 05B.1101, for an indefinite quantity contract between a Vendor(s) and the North Carolina Department of Adult Correction, Division of Rehabilitation and Reentry Services. The quantity of goods or services is undetermined. An estimated quantity of offenders needing services based on past history or other means may be used as a guide but shall not be a representation by the Department of any anticipated purchase volume under any contract made pursuant to this solicitation.

The Vendor shall be required to provide all services described herein (i.e. Cognitive Behavioral Programming and linkage to community resources). However, the Department reserves the right to make partial, progressive, or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question.

In conjunction with the passage of Session Law 2011-192, titled The Justice Reinvestment Act of 2011, the NC General Assembly enacted Article 6B (GS 143B-274.1) titled Treatment for Effective Community Supervision (TECS) for the purpose of supporting the use of evidence-based practices to reduce recidivism and to promote coordination between the State and community-based corrections programs. The North Carolina Department of Adult Correction, Division of Rehabilitation and Reentry Services (hereinafter referred to as "the Department" or "NCDAC") seeks a Vendor(s) to provide programs that support the delivery of evidence-based practices targeting high risk and high need adult criminal justice offenders currently under probation and/or post release/parole supervision. Funding is available for the core services of cognitive behavioral programming services and access to other behavioral management services. Through the use of these programs, it is the intent of NCDAC to reduce recidivism and the rate of probation and post release supervision revocations.

Nationally, there is a movement for criminal justice systems to identify the population of offenders with which more time and resources should be spent while at the same time reduce spending. There has been a shift in the philosophy of how to effectively supervise offenders in the community. No longer are punitive responses the first or most appropriate response in every case. Instead, identifying offender risk and criminogenic needs, targeting the behaviors that lead offenders to committing crime and responding to offender behavior based on those elements has become the priority. Implementation of evidence-based practices has been in process in North Carolina for several years. Probation/Parole officers now supervise offenders, case manage and respond to non-compliance based on the results of the risk and needs assessment rather than solely on how the court sentenced the offender. Services are expected to be provided in the same evidenced based manner, utilizing the most appropriate level of care based on the needs of the offender at that moment. Programs will be monitored for treatment effectiveness through data collection and Departmental reviews, which will promote consistency and accountability across the state.

It has also been recognized that in addition to addressing criminogenic needs, many offenders have barriers which often interfere with their ability to be successful not only in treatment but in the community as well. Through the Department's assessment process, Probation/Parole officers are able to identify the following barriers: employment, education, housing and transportation. It will be important for Vendors to partner with local resources in the community to ensure offender needs are being met through a referral process. Collaboration between the Vendor, the Department and local resources is critical for offender success.

The Department has operated under a Memorandum of Agreement (MOA) entered by and between the following state agencies and their respective divisions:

1. Division of Mental Health, Developmental Disabilities and Substance Abuse Services (DMHDDSAS) in the Department of Health and Human Services,
2. NCDAC and Juvenile Justice (DACJJ) in the Department of Adult Correction, and
3. Administrative Office of the Courts (AOC) for the purpose of supporting a comprehensive offender management approach that ensures Adult Correction by addressing the criminogenic needs of offenders.

The purpose of a comprehensive offender management strategy is to create a seamless system built on the ideals of integrated service delivery and coordination of resources that provide effective interventions for offenders. The MOA presents a systemic approach for

accessing community-based services through screening and assessment, matching to appropriate interventions, and managing plans. The objectives are to:

- Develop a comprehensive and seamless system of care for the provision of services to offenders;
- Clarify roles and responsibilities in providing control and treatment;
- Reduce the rate of revocation for technical and drug violations;
- Combine efforts to guarantee the effective utilization of limited resources and prevent duplication;
- Use the principles of effective interventions, evidence-based and best practices to address criminogenic needs in case planning and interventions for offenders;
- Share information and consult with partnering agencies when planning expansions, seeking funding, changing policy, or supporting changes in legislation that might impact available resources or service provision in one or all of the other agencies;
- Share information and use information systems consistent with HIPAA and 42 CFR; and
- Support cross-training opportunities for DAC, CC, ACDP, Prisons, community-based service providers and Vendors, TASC, DTC and DMHDDSAS.

The Vendor will become a partner with the goal of achieving the objectives as outlined above.

To learn more about evidence-based practices Vendors are encouraged to read the following publication from the National Institute of Corrections and The Crime and Justice Institute on **“Implementing Evidence Based Practices in Community Supervision: The Principles of Effective Intervention”**.

Core Values for Recidivism Reduction Services

In developing this RFP, the Department has identified the following core values that describe the expectations that have been set as it relates to the delivery of evidence-based programs and services to the offender population under community supervision.

Through this RFP, the Department expresses the following values:

- Deliver high quality, evidence-based programs and services;
- Emphasize quality of services rather than quantity of services;
- Understand that program capacity is a key factor in the successful delivery of programs and services;
- Maintain fidelity to the model/approach/therapy/practice/curriculum being delivered;
- Achieve high rates of completion for programs and services;
- Address the risk and needs of offenders referred for programs and services;
- Target high-risk and high need offenders;
- Engage offenders in programs and services so they are more likely to complete;
- Maintain offender engagement through the use of incentives and consequences;
- Focus service delivery for the offenders on cognitive behavioral interventions;
- Provide wrap-around supports to address the typical barriers that prevent offenders from successfully completing recommended services;
- Focus on cost-efficient delivery of programs and services;
- Compensation shall be based on achieving results;
- Award amounts and resulting expenditures shall be reasonable in relation to program capacity; and
- Collaboration between the Department’s field staff and Vendors to ensure offender compliance and successful completion of programs and services.

The intent of this solicitation is to award an Agency Specific Term Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term beginning on the date of final Contract execution (the “Effective Date”) through July 31, 2024. The Vendor shall begin work under the Contract within thirty (30) business days of the Effective Date.

With the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

| Event | Responsibility | Date and Time |
|-------------------------------|----------------|---|
| Issue RFP | State | August 25, 2023 |
| Submit Written Questions | Vendor | September 1, 2023, by 3:00 PM ET |
| Provide Response to Questions | State | September 7, 2023 |
| Submit Proposals | Vendor | <p>September 15, 2023, by 2:00 PM ET</p> <p>Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 239 559 236 541 Passcode: wkTiC3 Download Teams Join on the web Join with a video conferencing device ncgov@m.webex.com Video Conference ID: 118 371 488 5 Alternate VTC instructions Or call in (audio only) +1 984-204-1487,,9958494# United States, Raleigh Phone Conference ID: 995 849 4# Find a local number Reset PIN</p> |
| Contract Award | State | TBD |

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document **via the Sourcing Tool's message board** by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter “**RFP# 52-RFP-760845748-CCG – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the

specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the eVP website <https://evp.nc.gov>, for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s proposal, in the State’s sole discretion.

Vendor shall include the following items and attachments in the Sourcing Tool:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP (Pages 5-41).
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor’s Proposal addressing all Specifications of this RFP.
- f) Completed version of ATTACHMENT A: COST PROPOSAL WORKSHEET
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- l) ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY
- n) Completed and signed version of ATTACHMENT J: DISCLOSURE OF JUDGMENTS OR CONVICTIONS
- o) Completed and signed version of ATTACHMENT K: VENDOR PROJECT MANAGER
- p) Completed and signed version of ATTACHMENT L: VENDOR’S EXPERIENCE
- q) **Services by County** – (one set for each county being bid) (See section 5.4 TECHNICAL APPROACH):
 - 1. Narrative Summary and Statement of Work
 - A. Description of offender Engagement Plan including incentives and consequences behavioral management system.
 - B. Description of Mandatory Support Services
 - C. Description of Transportation Assistance (for offenders to get to services)
 - D. Description of Optional Support Services (if offered)
 - 2. Completed and signed version of ATTACHMENT M: CBI CURRICULUM
 - 3. Completed and signed version of ATTACHMENT N: SA CURRICULUM, if applicable

2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

1. **42 CFR:** A federal regulation that requires substance abuse disorder treatment providers to observe privacy and confidentiality restrictions with respect to patient records. The HIPAA Privacy Rule also limits use and disclosures of information found in patient records.
2. **AP:** Associate Professional
3. **Base Award:** A monthly payment that is calculated by the number of offenders per group x the rate x the number of sessions completed in each group.
4. **CABHA:** Critical Access Behavioral Health Agency
5. **Case Note:** A confidential description of the participant's behavior and/or progress. This does not appear on the supervising officer's case plan.
6. **CBI Booster:** A follow up service conducted to revisit the skills and techniques learned during the cognitive behavioral intervention service. These services will only be used for participants who have previously completed CBI Core Service.
7. **CBI Group:** a cohort of offenders with a maximum group size of 15 assigned to a Recidivism Reduction Services Program, where an evidenced based cognitive behavioral curriculum is facilitated.
8. **CBI Session:** the time-frame set for day to day facilitation; shall not exceed 2 hours and must be offered at least one day a week. Scheduling of classes must meet the fidelity of the curriculum.
9. **CCJP:** Certified Criminal Justice Addictions Professional
10. **CCS:** Certified Clinical Supervisor
11. **Cognitive Behavioral Intervention (CBI) Program:** A nationally recognized curricula designed to assist the offender in "restructuring" the thought process and teach "cognitive skills" to assist in basic decision-making and problem-solving.
12. **CONTRACT ADMINISTRATOR:** Representative of the Department of Adult Correction responsible for providing daily technical oversight of the contract and making sure the Vendor performs according to the technical requirements of the contract.
13. **CONTRACT OFFICER:** Representative of the Department of Adult Correction who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer the contract for the State.
14. **Contact Note:** A description of the participant's behavior and/or progress that is also generated to the supervising officer's case plan through PIMS.
15. **Core Milestones:** are defined as intake, engagement, and retention over a 120-180-day period. An individual offender may be enrolled concurrently in both core services (i.e., CBI Program or CBI Booster. Substance Abuse ROP or Aftercare, or any combination of the services) while engaged with Recidivism Reduction Services are optional services.
16. **Core Services:** For this RFP, core services are Cognitive Behavioral Interventions (CBI), and CBI Booster Sessions. Substance Abuse Outpatient Services and Aftercare/Recovery Management services are optional services.
17. **Criminogenic Need:** Dynamic risk factors that, when addressed or changed, affect the offender's risk for recidivism.

- 18. **CSAC:** Certified Substance Abuse Counselor
- 19. **Cycle:** is the complete time frame from an offender’s initial intake as well as to include on-going engagement up and through successful completion of services.
- 20. **DAC:** Department of Adult Correction
- 21. **Engagement:** is defined as an approach or strategies utilized prior to the start of services that will increase the probability of completing recommended services.
- 22. **Enrollment:** billing term used to describe individual services. An individual offender may be enrolled concurrently in up to two core services while assigned to a Recidivism Reduction Services program but is limited to one enrollment in each of the support services per assignment.
- 23. **Exit Types:** NCDAC approved program or service exit types defined below:

Positive Exits:

- a). Successful Completion (with all Requirements Satisfied) means the offender completed 100% of scheduled hours in core services including enrollment and engagement and received satisfactory evaluation at the end of the service activity as determined by a valid instrument.
- b). Released means the offender was in compliance but did not complete the entire core services cycle. (Example: client’s relocation)
- c). Released –No Fault to the vendor-- offender is moved to unsupervised probation, offender completes or is terminated from probation/post-release supervision, offender is placed in “unavailable” supervision status due to charges prior to enrollment, offender moves out of state, offender moves to another county, the offender dies, or for any other reason deemed acceptable by the Department.

Negative Exits:

- a). Absconder means the offender is no longer able to continue participation in a service or program due to absconding supervision.
 - b). Other Non-compliant means the offender was removed from the service or program for not complying with the rules and regulations.
 - c). Pending Charges/New Convictions means the offender was no longer able to continue participation in the service or program due to new pending charges or a new conviction.
- 24. **Face to Face or In Person:** this instruction is when the facilitator of a group and the participants of that group are in the same location and all course content and learning material is taught in person to said group of participants.
 - 25. **Human Resource Development (HRD) Program:** Provide assessment services, employability training and career development counseling
 - 26. **Hybrid:** this instruction is when the facilitator is in the same location conducting class face to face with at least 2 participants present and the remaining participants are attending that same class virtually.
 - 27. **IOPT:** Intensive Outpatient Substance Abuse Treatment; non-residential treatment service that includes structured, individual and group activities and services that are provided at an outpatient program designed to assist offenders to begin recovery and learn skills for recovery maintenance.
 - 28. **Job Development:** Providing employment opportunities to the offender population based on skills and interests.
 - 29. **LCAS:** Licensed Clinical Addictions Specialist
 - 30. **LME:** Local Management Entity
 - 31. **MAY:** Denotes that which is permissible, not mandatory.
 - 32. **Max Enroll:** is the maximum percentage of offenders that can be enrolled in a Support milestone over the contract year. The percentage represents how many offenders need the Support Service based on results from the Department’s Risk and Need Assessment.

33. **Max Success:** is the maximum percentage of offenders expected to achieve that core milestone over the contract year.
34. **Offender:** An individual adult, male or female aged sixteen years or above, non-adjudicated or convicted of a misdemeanor or felony criminal offense
35. **OMM:** Offender Management Model
36. **OPENING DATE:** Responses will only be accepted up until the specified time and date listed in the bid and then publicly opened. NO responses will be opened after that time and date.
37. **OPUS Number:** Unique seven (7) digit identifier for offenders in the NCDAC database system
38. **PCP:** Person Centered Plan
39. **PIMS:** Program Information Management System. Vendor will enter offender data into this system to generate progress reports and invoices for performance-based contracting.
40. **PREA:** Prison Rape Elimination Act: The Prison Rape Elimination Act of 2003 was enacted by Congress to address the problem of sexual abuse and sexual harassment of persons in the custody of U.S. correctional agencies. The Act applies to all public and private institutions that house inmates, juveniles, and is also relevant to community-based agencies.
41. **QP:** Qualified Professional
42. **QUALIFIED PROPOSAL:** The proposal's compliance with mandatory submission requirements such as the correct number of copies, authorized signatures, and proof of insurability, as required in the RFP.
43. **Reasonable, Necessary or Proper:** as used herein shall be interpreted solely by the State of North Carolina, Department of Adult Correction and Juvenile Justice, Community Supervision.
44. **Recidivism Reduction Services (RRS):** is the new name for program formerly called TECS and provides evidence-based core and supportive services to offenders under community supervision for the purpose of reducing recidivism.
45. **REDACTED:** edited copy of the Vendors proposal response with Proprietary and/or Confidential information excluded/removed.
46. **Risk and Needs Assessment:** Validated instrument completed by the Department to determine the offender's risk of re-arrest and criminogenic needs.
47. **Risk:** The likelihood or probability the offender will be rearrested
48. **ROP:** Regular Outpatient Substance Abuse Treatment
49. **SAM:** American Society of Addiction Medicine
50. **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to Fulfill the requirements and specifications of this solicitation.
51. **SHALL or MUST:** Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the proposal.
52. **SHOULD:** Denotes that which is recommended, not mandatory.
53. **SOP:** Standard Operating Procedure
54. **Staff:** Personnel provided by Vendor to perform the required services identified in this RFP
55. **Substance Abuse Outpatient Services:** Based on state definition for outpatient services
56. **Support Milestones:** are engagement(s) by the offender (i.e., referral or enrollment) in either on or off site programming or services that are behavioral in nature and promote the structuring of pro-social skills with content or assistance intended to ease or remove barriers to successful and compliant supervision: The mandatory support milestones include referral to or enrollment in: Education, Employment, and Health/Nutrition Education. The optional support milestones include referral to or enrollment in: Child Care Services, Family Counseling, and Parenting Classes.
57. **Support Services:** are defined as Family Counseling, Parenting Classes, Employment Services, Education Services, Health/Nutrition Education, and Child Care Services.

58. **TASC:** Treatment Accountability for Safer Communities. The North Carolina TASC Network provides an objective and effective bridge between two separate institutions: justice and treatment. Primary TASC services include Screening & Assessment; Treatment Matching; Referral and Placement and Care Planning and Management.
59. **TECSP:** Treatment for Effective Community Supervision Program is the umbrella under which various types of evidence-based and community-based programs and services are offered to offenders under community supervision. Available programs and services include Transitional and Temporary Housing, Reentry, Intensive Outpatient Substance Abuse Services, and Recidivism Reduction Services (formerly called TECS).
60. **UN-REDACTED:** copy of the Vendors proposal response unedited including all confidential and/or proprietary information
61. **Value Rate:** is the percentage of the Vendor's Rate that will be paid for each milestone achieved.
62. **Vendor:** Company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
63. **Vendor's Rate:** is the cost of each core service (e.g., CBI, CBI Booster, ROP) including transportation assistance if needed.
64. **Virtual:** this instruction is when the facilitator and all participants present content and learning material, engage and interact with each other, work in groups together through live online synchronous setting. All parties would need internet access and an electronic device such as a desktop computer, laptop, tablet, or cell phone device with a camera in order to be seen by all parties.
65. **Vocational training:** Training for a specific vocation in industry or agriculture or trade.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor per County, the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the electronic Vendor Portal (eVP), <https://evp.nc.gov> under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

The Evaluation Process

Introduction:

The State will conduct a comprehensive, fair, and impartial evaluation of the proposals received in response to this request. All proposals will be evaluated using a one-step method. Cost is important but is not an overriding consideration. The award of a contract to one (1) Vendor, per county, does not mean that the other Vendors’ proposals lack merit. The State reserves the right to reject any or all proposals.

Vendors are advised that the Department is not obligated to ask for or accept after the closing date for receipt of proposal, data that is essential for a complete and thorough evaluation of the proposal.

Evaluation Committee:

An Evaluation Committee comprised of qualified State Agency employees will read the proposals, conduct professional reference checks, verify staff licensure, score the proposals, and make a written recommendation to the NCDAC, Purchasing office.

Scoring:

The Evaluation Committee will score the proposals using the scoring system shown in the table below. The highest score that can be awarded to any proposal is a **maximum of 190 points** (assumes highest number of points allowable).

| | Evaluation Factor | Max Points |
|--|---|-------------------|
| TECHNICAL PROPOSAL Maximum Points = 160 | Vendor Experience (Section 4.6) | |
| | <u>Points Allocated as applicable</u> | |
| | a) Vendor demonstrates more than three (3) but less than five (5) years of experience OR | 10 |
| | b) Vendor demonstrates at least five (5) years but less than seven (7) years of experience OR | 20 |
| | c) Vendor demonstrates at least seven (7) years or more of experience | 30 |
| | Project Organization (Section 5.3) | 20 |
| | Description of Services and Staff Credentials (maximum points): (Section 5.4) | |
| | 1. Offender Engagement Plan | 30 |
| | 2. CBI Staff Credentials (SA Credentials if applicable) | 20 |
| | 3. Description of Mandatory Supportive Services | 25 |
| 4. Description of Transportation Plan | 25 | |
| 5. Optional Support Services | 10 | |
| COST PROPOSAL Maximum Points = 30 | Vendor’s Rate (based on Total Vendor Rate) (Attachment A) | 30 |

Evaluation Phase I: Evaluation of the Technical Proposals

NCDAC Procurement Staff will summarily review each proposal to determine whether the proposal was properly executed and submitted timely. All timely submitted proposals for which all attachments were fully completed, and pages executed have been received will be deemed responsive and will be forwarded to the Evaluation Committee for review. Proposals that are not deemed responsive will not be forwarded to the Evaluation Committee and are ineligible for contract award.

To be eligible for consideration, a Vendor must meet the requirements of the RFP. Compliance with the technical requirements will be determined by the State. Responses that do not meet the technical requirements listed in this RFP may be deemed non-responsive. Further, a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score

Points will be awarded for Vendor experience as outlined in the scoring description based upon the information provided by the Vendor.

Evaluation Phase II: Evaluation of the Cost Proposals

The Department will evaluate each Cost Proposal(s) for completeness and reasonableness. For each county, Vendor must complete the Cost Proposal Form using the appropriate tab in the spreadsheet (link provided). Print and submit the Cost Proposal worksheet with the submission.

The Department may reject a proposal if the Cost Proposal(s) is incomplete or if it contains significant inconsistencies or inaccuracies.

To evaluate Vendor costs, the Department will sum all of the Vendor’s prices for CBI and CBI Booster to equal a “Total Vendor Rate”.

The proposal with the lowest bid for Vendor’s Rate will receive a score of thirty (30) points. All other competing proposals will be assigned a portion of the maximum score using the following formula:

| | |
|------|--|
| 30 X | Lowest Vendor’s Rate ----- Total Vendor’s Rate being Evaluated |
|------|--|

Evaluation Phase III: Determination of Successful Proposal

The Vendors whose proposals have the highest score and are determined to be in the best interest of the Department will be recommended as the successful Vendors. The Evaluation Committee will forward these Vendor’s names to the NCDAC, Purchasing and Logistics, with documentation to justify the Committee’s recommendations.

The NCDAC, Purchasing office will review the Committee’s recommendation and forward it (with a copy of the Technical and Cost Proposals) to the North Carolina Department of Administration, Division of Purchase and Contract for approval.

When the final approval is received, the Department will notify the selected Vendor(s). If the Department rejects all proposals, it will notify all Vendors. The Department will post the award(s) to the electronic Vendor Portal (eVP), <https://evp.nc.gov>, under the RFP number for this solicitation.

The Contract between NCDAC and the selected Vendor(s) shall be effective as of the award date on which the Department’s authorized agent signs the Vendor’s proposal. The selected Vendor(s) shall perform no work for the Department before the start date of services.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State’s business requirements and internal operational culture
- g) Particular risk factors such as the security of the State’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor

is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: COST PROPOSAL, the pricing workbook located in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

The following terms apply to Vendor invoices:

- a) The Vendor must submit monthly invoicing by the tenth (10th) of each month via PIMS.
- b) The Vendor will be paid net thirty (30) days after the Vendor's invoice is approved by the State.
- c) The Department and State Auditor shall have the right to audit all Vendor's billing rates, compensation and all other related records substantiating the billing for payment. Auditors reserve the right to contact offenders to verify the services provided by the Vendor.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 PAYMENT TERMS

Because this RFP is based on Performance Based Contracting which is an approach to contract payment related to achievement of future measurable performance outcomes, the RRS RFP is designed with a base award, along with compensation for core and supportive milestone achievement. An administrative fee of 15% (per the TECS Legislation) will be included for the base amount, core and support services.

Vendor compensation will be based on providing comprehensive services to an individual offender enrolled in services and an individual offender reaching the stated core and support milestones. Compensation is not based on the number of sessions offered multiplied by the Vendor's Rate. However, to calculate the milestones, the Vendor must provide a rate for each core service **which also includes the cost of transporting offenders, so they can attend the services** (as necessary).

Vendor Compensation will be based on the Vendor submitting the following information which will be used in calculations on the cost proposal worksheet:

1. The number of sessions to be offered for each service (e.g. CBI, CBI Booster);
2. The typical number of offenders to be in a group receiving each service;
3. The Vendor's Rate for each service (e.g., CBI, CBI Booster);
4. The number of CBI groups the Vendor can offer in a single year; and
5. Vendor providing information on all support services

Appendix A provides detailed explanations and illustrates how the Vendor will be compensated using performance-based contracting. Below is a general overview of the elements that will determine Vendor compensation under this RFP.

Appendix B provides an example of how a Vendor would be paid for the services provided over a 3-month period.

Base Award

Each Vendor will be compensated with a base award for all combined services provided, including Cognitive Behavioral Intervention (CBI) and CBI Booster Sessions. Per G.S. 143B-1156 SECTION 17C.5.e., the Vendor will be paid the full base award each contract year. The award is intended to help offset the costs of start-up and to ensure services are available to eligible offenders as soon as possible. In the event a Vendor’s contract is terminated for any reason during the calendar year which the Vendor has already been paid the base award, the Vendor will owe back to the Department a prorated amount of that base award. The prorated amount may be docked from any remaining invoices due to the Vendor or the Vendor will be invoiced by the Department for the amount due.

The Vendor shall propose a Vendor’s Rate for CBI and Substance Abuse Treatment (if applicable) which must not exceed \$80 for Regular Outpatient Treatment, \$120 for Intensive Outpatient Treatment, must not exceed \$50 for CBI Booster sessions and Aftercare.

The Vendor’s proposed “Rate” shall factor in the cost of providing transportation to those offenders who will need assistance to attend these services. Please see example chart below.

| Core/Optional Services | Maximum Rate |
|--------------------------------|--------------|
| CBI | \$80.00 |
| Regular Outpatient Treatment | \$80.00 |
| Intensive Outpatient Treatment | \$120.00 |
| CBI Boosters | \$50.00 |
| ROPT Substance Abuse Aftercare | \$50.00 |
| IOPT Substance Abuse Aftercare | \$50.00 |

Core Milestones

Each Vendor will receive compensation for achieving core milestones. The milestones consist of: intake, engagement, retention at 30-day intervals up to 180 days, and successful program completion. An individual offender may be enrolled in CBI and Support Services concurrently while assigned to an RRS program. Chart 1 outlines the value rate for core milestones. The value rate will be applied to the Vendor’s Rate for the service that the offender is enrolled in and receiving. Each Vendor will receive an enrollment payment equal to twenty percent (20%) of the Vendor’s Rate for the enrolled service in the cost proposal. An additional payment equal to twenty percent (20%) of the Vendor’s Rate for the enrolled service is earned once the offender has become engaged in services (i.e., attends the first scheduled day of CBI or attends the first CBI Booster session).

An offender must attend at least sixty percent (60%) of scheduled core hours in any 30-day period in order for the Vendor to receive additional payments past the initial enrollment and engagement process. Beyond the offender’s initial engagement, attendance from 1-30 days will result in a one-time payment of 200% of the Vendor’s Rate for the enrolled service submitted in the original cost proposal.

Offender Engagement during days 31-60 allows compensation (value rate) to the Vendor at 275% of the Vendor’s Rate submitted for the enrolled service in the cost proposal. Offender Engagement during days 61-90 allows compensation (value rate) to the Vendor at 300% of the Vendor’s Rate submitted for the enrolled service on the original cost proposal. Offender Engagement during days 91-120 allows compensation (value rate) to the Vendor at 200% of the Vendor’s Rate submitted for the enrolled service on the original cost proposal, provided the offender attends at least **60%** of scheduled core hours during that period. Successful Completion after the specified amount of classes provided by the vendor has been completed allows compensation (value rate) to the Vendor at 500% of the Vendor’s Rate submitted for the enrolled service on the original cost proposal.

CHANGE

Vendors will mark **all absences** as just absent. No excused or unexcused absences will be entered into the system. If the CBI curriculum consists of a specific number of lessons or steps the participant will be expected to attend that number of events. When an absence occurs, the vendor will need to add another event to the calendar. An absence is not a pass. The Vendor shall provide the opportunity to make up absences within thirty (30) days of absence so that the offender is able to meet the specified attendance requirement.

Each Vendor’s attendance policy must include a clear description of how absences will be addressed. The policy shall be consistent with and specific to the curricula offered. The policy shall include a method for documenting the absence, contacting the supervising officer and scheduling another event on the participant’s PIMS calendar. The Vendor and the local leadership for each county will meet to discuss the absences as mentioned in **Section 6.2**. Vendors should be mindful when establishing their attendance policies that the Department expects all absences to be short in duration, acute in seriousness or severity, and rare within a 30-day period.

If the Vendor knows the offender is going to be absent for several days due to an extended illness or other probation violations (Quick Dip, etc.) but will be back within a short period, PIMS will allow a suspension/pause feature. This will hold the milestone clock in a locked mode until the offender returns. This feature will not be allowed for more than 30 days and will need prior approval by the Department. This feature may not be available at the beginning of the contract but will be available at a later date.

If the offender needs to be removed from CBI to better facilitate the higher level of care for substance abuse, the CBI service may be ended, and the vendor compensated (value rate) at 100% of the Vendor’s Rate submitted on the original cost proposal.

Chart 1: Core Milestone Compensation

| Core Milestones | Value Rate |
|-----------------|------------|
| Intake | 30.0% |
| Engagement | 40.0% |
| 30 Days | 200.0% |
| 60 Days | 275.0% |
| 90 Days | 325.0% |
| 120 Days | 200.0% |
| Completion | 525.0% |
| Released HLOC | 100.0% |

Vendors shall consistently adhere to the no-show policy established for the services being offered. If an offender who was previously removed due to lack of attendance is referred again or agrees to start attending again, then the offender shall be re-enrolled in services. However, the Vendor’s compensation would start at the intake and engagement milestones again for this offender. The offender may not be re-enrolled at the point (and milestone) where they previously were stopped.

If an offender (after intake and engagement) is unable to attend services through no fault of the Vendor and thus does not reach the 30, 60, 90,120 or completion milestones, then the Vendor will be compensated for the milestone that the offender would have achieved in that period. A specific reason for non-attendance must be documented; and those reasons are: offender is moved to unsupervised probation, offender completes or is terminated from probation/post-release supervision, and offender is placed in “unavailable” supervision status due to charges prior to enrollment, offender moves out of state, offender moves to another county, the offender dies, or for any other reason deemed acceptable by the Department, then the Vendor can be compensated for the 30, 60, 90, 120, or completion milestone during that period. (This procedure may be automated and verified using OPUS or other records.)

Support Milestones

Each Vendor will receive compensation for achieving support milestones. Chart 2 outlines the value rate for support milestones based on the CBI rate submitted on the original cost proposal. Support milestones can be paid up to three times per service for each type of service received while participating in RRS.

These wrap around services are intended to aid the offender in maintaining compliance. Payment for these services is made when the Vendor documents referral and attendance of the offender in PIMS. When a Vendor refers or enrolls an offender for support

services, the Vendor shall document the referral/enrollment and obtain evidence that the offender has engaged in the service. Engagement may be documented with an enrollment form, written verification that the offender made a scheduled appointment, class attendance roster, or some other verifiable document. The offender need not complete the service for payment. The Department does not expect that an offender will be enrolled in both core and support services on the first day of participation. The Vendor shall use professional judgment in determining when to enroll offenders in the support services. Therefore, given that support milestones can be paid up to three times per offender, once documentation has been entered. The Vendor may request this payment at any time during the offender’s participation in services upon documentation for actual.

Chart 2: Support Milestone Compensation

| Support Milestone | Type | Value Rate | Maximum Enroll |
|---------------------|-----------|------------|----------------|
| Education | Mandatory | 10% | 100% |
| Employment | Mandatory | 50% | 100% |
| Health/Nutrition | Mandatory | 30% | 100% |
| Child Care Services | Optional | 50% | 35% |
| Family Counseling | Optional | 10% | 75% |
| Parenting Classes | Optional | 25% | 50% |

Administrative Fees

The Vendor will be paid a fee for administrative cost during the time frame of the contract. A flat administrative fee equal to fifteen percent (15%) of total core and service compensation paid each month will be included in the monthly billing process. The administrative fee will be paid on the base award and the milestone amounts for each billing cycle.

4.5 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.6 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina by completing ATTACHMENT L: Vendor’s Experience. Vendor shall provide:

- At least three (3) and up to five (5) detailed descriptions of projects, which are similar in scope and demonstrate the Vendor has at least three (3) years of experience delivering similar types of programming, coaching, and/or facilitation on the topic areas outlined in Section 5.0 Requirements.
- At least one (1) of these detailed descriptions shall be working with the offender population.

These detailed narrative descriptions shall include but are not limited to the following information: Program/Project Name; Description of Program/Project and services provided; Dates of Services rendered for Program/Project; Target Population of Program/Project, Description of Credentials and Training of Staff rendering Services for Program/Project. The Department reserves the right to contact the contact person listed as examples of previous experience provided.

4.7 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether

the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.8 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation, or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there is none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.9 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.10 VENDOR’S REPRESENTATIONS

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.11 AGENCY INSURANCE REQUIREMENTS

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

4.12 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

Vendors must complete and submit the CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and the OMB STANDARD FORM LLL when responding to this solicitation.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

After the passage of Justice Reinvestment in 2011, the Department issued an RFP to provide evidence-based programs and services to high-risk, high need offenders supervised in the community. During the past several years the Department has also issued other RFPs for offender services such as Community Intervention Centers (CIC), Transitional Housing (non-sex offender), and Post Release Step Down Housing. As a result of these RFPs and the myriad of programs and services being provided to offenders across the state, the Department has essentially created a menu of evidence-based programs and services being funded by the Treatment for Effective Community Supervision (TECS) program. The resulting contracts awarded to Vendors under this RFP will be for Recidivism Reduction Services (RRS) to serve high risk, high need offenders under community supervision in the following counties: **Jackson, Macon, Rockingham, Rowan, Swain, Tyrrell, and Wilkes**. A detailed description of RRS services requested is listed below:

A. Core Services

Core Recidivism Reduction Services (RRS) are comprised of intake services, cognitive behavioral interventions (CBI), CBI booster sessions, and a community-based continuum of substance abuse services to include outpatient and aftercare/recovery

management services. In addition to offering core services, Vendors shall also address supportive services based on offender needs. Screening and Substance Abuse assessments will be conducted by Treatment Accountability for Safer Communities (TASC). Vendors will accept all referrals of offenders from TASC and NC Department of Adult Correction, Division of Rehabilitation and Reentry and if there are professional differences over the appropriate treatment for an offender, they will be resolved between the Vendor and TASC Professionals. (Note: psychopaths shall not be included in CBI groups).

B. Target Population

The eligible populations for these services are adult offenders under supervision deemed to be high risk and high need, with the priority being felons, offenders sentenced to drug diversion and/or identified through the Department's risk and need assessment process as needing services. Other priority referrals for RRS will be offenders who have recently completed the Confinement in Response to Violation (CRV) programs, Post Release Exits (PR3) and offenders who have completed the residential treatment programs in Goldsboro (DART Center) or Black Mountain. Lastly, the eligible population includes high-risk, high need offenders under community supervision who are in non-compliance due to multiple technical violations. These offenders may be referred to RRS in the county of supervision as an option to address non-compliant behavior before the offender is recommended for a CRV.

C. Program Model

This RFP is based on Performance Based Contracting. Performance-Based Contracting can be defined as an approach focused on developing strategic performance measures and directly relating contract payment to the achievement of measurable performance outcomes. The primary means of accomplishing this approach is through performance-based contracts with specific and measurable levels of operational performance defined by the customer and agreed on by contracting parties. The RFP is designed with a base award plus the opportunity for additional payments for reaching identified core and supportive milestones. Each Vendor will be compensated based on engagement throughout services provided. These milestones will assist the Vendor with continued and ongoing engagement for the estimated population to be served. Since the RFP is based on performance-based contracting, **Vendors will be allowed to consider the costs of providing transportation services for those offenders who need assistance getting to scheduled services. The Vendor shall consider the cost of transportation into their pricing for services which is detailed in a later section of the RFP. Failure to address the need could result in termination of the contract.**

National research demonstrates the process of maximizing treatment funding requires a disciplined approach in targeting high risk and high need offenders for the services. For the purpose of this RFP it will include Cognitive Behavioral Interventions, CBI Booster Sessions, and Supportive Services. Substance Abuse Services and Aftercare are optional services. As a result, in some counties the estimated target population for services will be small. In the event that a single Vendor is awarded multiple counties in the same geographic area, the department in its sole discretion may allow Vendors to consolidate services in one central location to better address responsivity of the offender.

This RFP emphasizes cognitive behavioral interventions as the primary service to be offered for a defined group of offenders under community supervision. It should be understood by the Vendor community that there is an expectation from the Department for the Vendor to serve 100% of the targeted population with cognitive programming with 50% concurrently receiving substance abuse services (if applicable). Lastly, Vendors are encouraged to provide gender specific programming and/or groups based on the demographics of the offender population referred for services. **However, a Vendor must provide services to both male and female offenders under this contract award.**

The estimated target population is presented in Table 1 and represents approximately 35% of the Level 1, Level 2, and Level 3 felony offender population in the county on December 31, 2018 though other offenders not included in the target figures may be eligible to receive RRS programming. The total includes an additional 23% of enrollments that may be served in CBI Booster, 50% in ROP/IOP, and 10% in ROP/IOP Aftercare services.

The amount of enrollments listed in Table 1 is not a guaranteed amount. This is an RFP for an indefinite quantity contract. The actual quantity of goods or services is undetermined. Table 1 is an estimated quantity using the offender population as described in the preceding paragraph as a guide. The figures are not a representation by the State of any anticipated purchase volume under any contract made pursuant to this solicitation. **The figures in Table 1 are the estimated number of offenders to be served**

in each county; however, the actual number of offenders to be served may vary. Vendors should consider the estimates in Table 1 to help determine the information that will be needed to complete the cost proposal worksheet (see Appendix A).

Table 1: Requested Enrollments by County of Supervision (actual enrollment may vary)

| | CBI 100% | CBI Booster 10% | ROP 25% | ROP A/C 10% | IOP 25% | IOP A/C 10% |
|-------------------|---------------------|----------------------------|--------------------|------------------------|--------------------|------------------------|
| Jackson | 16 | 2 | 4 | 5 | 4 | 5 |
| Macon | 22 | 2 | 6 | 7 | 6 | 7 |
| Rockingham | 75 | 8 | 19 | 21 | 19 | 21 |
| Rowan | 130 | 13 | 33 | 37 | 33 | 37 |
| Swain | 15 | 2 | 4 | 5 | 4 | 5 |
| Tyrell | 15 | 2 | 4 | 5 | 4 | 5 |
| Wilkes | 70 | 7 | 18 | 20 | 18 | 20 |

D. Intake Process

The intake process is one of the most important elements of the treatment process. This is the first treatment experience for many offenders, and they may feel uncomfortable or ambivalent about being there. It is important offenders are made to feel as comfortable as possible during the intake process (National Institute of Health, 2014).

For the purpose of this RFP the Intake Process shall be comprised of an interview that can be conducted face to face, over the telephone, or virtually. The intake process will include PIMS intake data entry completion, weekly schedule assignment completed in PIMS, and signed offender acknowledgement of Program guidelines. The first appointment can take anywhere from 1-2 hours to complete. The intake process shall also include the following activities:

- The vendor should accept the referral in PIMS within 48 hours receiving referral in the system.
- The vendor should initiate contact with the offender and document efforts with a contact note in PIMS within 48 hours of receiving the referral in the PIMS excluding weekends and Holidays.
- The vendor should schedule the intake and put a contact note in PIMS advising of the date and time of scheduled intake.
- During the intake process, the Department’s approved preassessment tool shall be completed
- The intake process shall be completed, and all notes entered into PIMS system in reference to intake process within 30 days of the referral being submitted through the PIMS system.

Completion of various staff- and self-administered questionnaires

A brief overview of the program

An initial meeting with treatment staff to begin developing a treatment plan

The vendor should review with offender the policy and rules and have the offender sign contract.

The vendor should hold a question/answer session with the offender to ensure that the offender understands the program and the expectations of the program.

Upon completion of intake, the vendor should email the probation officer to advise that intake has been completed and the date and time of which the offender will begin CBI and/or Substance Abuse classes.

E. Engagement

For the purpose of this RFP, Engagement can be defined as an approach designed to ensure that offenders are committed to their service goals and success. Vendors shall develop strategies to effectively engage offenders to achieve long-term retention which

is a strong predictor of positive outcomes. This RFP is designed to compensate Vendors for successfully reaching designated milestones as well as maintaining the engagement of offenders.

Vendors shall develop an appropriate rewards system to reinforce behavior and encourage engagement. Rewards can consist of verbal praise, certificates, graduations, letters, gift cards, coupons. Below is an example of a reward program:

“Skill Bills” where each client receives coupons ranging in (fake) monetary value; the offenders can obtain skill build rewards for appropriate behavior in group, passing drug screens, participating in group, for arriving to class on time; and any other positive behavior that contributes to offender engagement. At the end of each month, the offender who has accumulated the most skill build rewards (based on the overall amount) receives an incentive such as a gift card, gas card, etc.

Vendors shall develop an appropriate consequences system to address non-compliant behavior. Consequences shall be used to extinguish non-compliant behavior and to promote behavioral change. All staff shall be trained on how to apply and use consequences in the most effective manner possible. For consequences to achieve maximum effectiveness, they shall be administered in the following manner:

- escape from the consequence shall be impossible;
- the consequence shall be administered at the earliest point in the inappropriate response;
- the consequence shall be administered immediately and after every occurrence of the inappropriate response;
- alternative pro-social behaviors shall be rewarded after punishment is administered;
- there shall be variation in the consequences used; and
- facilitators shall be trained to explain the consequences to the offenders, explore the behavior that resulted in the punishments, and to look for the negative consequences of punishment (e.g., emotional reactions, avoidance, aggression, perpetuation effects, etc.) so that there are not unintended side-effects from punishing.

F. Cognitive Behavioral Programming (CBI)

The general parameters for length of time needed to deliver Core CBI Services shall be at a minimum of 90 and a maximum of 120 days. The duration for a single CBI session shall be 1.5 hours per session. Furthermore, CBI sessions shall be delivered between 1 to 2 times per week. The Department still expects the Vendor to maintain the fidelity and integrity of the CBI curriculum selected for use in this RFP. The Vendor will be required to submit the number of required sessions in which it will take an offender to complete the specified curriculum. In identifying the number of sessions, the Vendor will need to consider the amount of time it takes to engage an offender as well as the amount of time it takes to be able to deliver the appropriate dosage.

If the Vendor selects a CBI curriculum (see “CBI Approved Curricula” in this section) that exceeds these general parameters, then the Vendor must request approval of that curriculum by including this request in its technical proposal.

CBI Class Parameters

Unless there is prior approval by the Department, the number of participants, per session, will not be more than 15 per group. This will allow the smaller counties to conduct group with a much smaller number. Services shall be provided in the county of the population being served unless there is prior approval by the Department to consolidate multiple counties for services. Vendor(s) shall provide multiple groups and time slots to accommodate participant schedules and to ensure there is no delay in receiving services. Core Services are to be provided in person/face to face, with client and facilitator at the same location. A hybrid class option will be available to accommodate variables presented by the COVID-19 Pandemic. A virtual class option maybe available contingent upon criteria being met as it relates to the COVID-19 Pandemic and with approval of Community Development Specialist. Hybrid and virtual options can be requested by the Vendor in memo format and submitted to the CDS. Approval will be contingent upon justifiable need and will be for a specified period of time.

Each member of the Vendor’s staff, providing service(s) described herein, shall be formally trained within their submitted CBI curriculum after notification of award and completed by the contract start date.

Each Lead Facilitator shall have at a minimum, an Associate's Degree.

The Vendor shall request approval to have smaller groups by including this request on company letterhead with their proposal submission. If selected as the Vendor, the Department will then notify the Vendor as to whether this request is approved.

CBI Approved Curricula

The following CBI curriculums will be accepted and are evidence based, focusing on cognitive skills and criminal attitudes. The intended audience for the curriculums is offenders exhibiting anti-social thinking, anti-social attitudes, and anti-social values rather than substance abuse/dependence or serious mental illness.

- *Reasoning and Rehabilitation* by Robert Ross and Liz Fabiano
- *Cognitive Self Change* by Jack Bush
- *Thinking for a Change* by National Institute of Corrections in conjunction with Jack Bush, Barry Glick, and Juliana Taymans
- *Pathways to Personal Empowerment* by Martha Bireda, Diversity Training Association, Inc.
- *Moral Reconation Therapy (M.R.T)* by Gregory L. Little and Kenneth D. Robinson
- *Positive Solutions* by George Nelson and Mitch Voron
- *Problem Solving Skills in Action* by Juliana Taymans and Steve Parese
- *Dialectical Behavior Therapy (DBT)* by Marsha Lierehan
- *Evidence-based Practice of Interactive Journaling (Change Companies)* by Department of Justice, Federal Bureau of Prisons, and Don Kuhl

A Vendor may utilize more than one of these CBI curriculums to meet the needs of the offender population as long as the Vendor's staff are properly trained and "certified" to facilitate the varying curriculums used by the Vendor. Vendors will not be allowed to shift offenders between curriculums and the expectation is that an offender will participate in and complete only one (1) CBI curriculum while receiving services from the Vendor.

CBI Booster Sessions

CBI Booster Sessions shall be used to serve those who have completed the CBI Core Service within the past 6 months and are in jeopardy of violation. They will be referred to RRS for 8 sessions over a 2-month period (1 hour/week). The milestone compensation would be a 30-day milestone after the 4th session and a completion milestone after the 8th session. These sessions will be addressing the returning old behavior and revisit the appropriate skill of the CBI core service to correct the negative behavior. CBI Booster sessions are to be provided in person/face to face, with client and facilitator at the same location. A hybrid class option will be available to accommodate variables presented by the COVID-19 Pandemic. A virtual class option maybe available contingent upon criteria being met as it relates to the COVID-19 Pandemic and with approval of Community Development Specialist. Hybrid and virtual options can be requested by the Vendor in memo format and submitted to the CDS. Approval will be contingent upon justifiable need and will be for a specified period of time.

Discharge Criteria

For specifics on discharge requirements from CBI programming, reference "Exit Types" definition in [Section 2.8 Definitions, Acronyms and Abbreviations](#) for an explanation of completion/exit reasons and requirements.

G. Substance Abuse Treatment Services

Regular Outpatient Services (ROP), Intensive Outpatient Services (IOP) and SA Aftercare for Substance Abuse will be optional in the response to this RFP. Not all counties are identified as needing more SA services other than what the community is already providing.

Vendors shall provide a continuum of Substance Abuse Services that are nationally recognized evidence-based therapies/practices and models found on SAMHSA's National Registry of Evidence-based Programs and Practices. Vendors are required to state the name of their substance abuse therapy/practice or model. New Directions and curricula from NIDA and NIAAA are acceptable, in addition to the current Samhsa Website.

For the purpose of this RFP, Substance Abuse Services will include Regular Outpatient (ROP), Intensive Outpatient (IOP) and Aftercare/Recovery Management Services (if vendor chooses to provide SA). The Vendor shall place offenders in the appropriate treatment, based on the level of service determined by TASC Assessments. All substance abuse treatment sessions are to be provided in person/face to face, with client and facilitator at the same location. A hybrid class option will be available to accommodate variables presented by the COVID-19 Pandemic. A virtual class option maybe available contingent upon criteria being met as it relates to the COVID-19 Pandemic and with approval of Community Development Specialist. Hybrid and virtual options can be requested by the Vendor in memo format and submitted to the CDS. Approval will be contingent upon justifiable need and will be for a specified period of time.

ROP Services

ROP Sessions shall be provided 1.5 to 2 hours per session, once or twice a week, not to exceed 4 hours per week at a minimum of 8 weeks and a maximum of 12 weeks.

Aftercare/Recovery Management

Aftercare/Recovery Management shall consist of eight (8) sessions to include individual and/or group activities that are differentiated from primary treatment activities and focus on recovery maintenance and community reintegration. Each session shall not exceed 1.5 hours of duration and shall be delivered in accordance with the following timeframes: 1 session per week for 8 consecutive weeks for a total of 8 sessions.

Regulations and Guidelines

Substance Abuse Regular Outpatient Treatment is an ASAM Level I nonresidential treatment service with designated addiction professionals providing professionally directed substance abuse treatment. It is designed to meet the clinically significant behavioral symptoms or patterns that have been identified as treatment needs of the offender. It shall be provided through scheduled face-to-face therapeutic treatment sessions. The service includes counseling, psychotherapy, medication assisted therapy, and other interventions. Outpatient treatment is tailored to each offender's level of clinical severity and is designed to help the offender change alcohol- and/or drug-using behaviors. Therefore, treatment must address major lifestyle, attitudinal and behavioral issues that have the potential to undermine the goals of treatment.

Aftercare and Recovery Management is the stage when the offender no longer requires services at the intensity required during primary treatment and is preparing for discharge. An offender is able to function using a self-directed plan. Offenders continue to reorient their behavior to a pro-social, sober lifestyle. Aftercare/Recovery Management can occur in a variety of settings, such as periodic outpatient aftercare, relapse/recovery groups, 12-Step and self-help groups. Whether individuals completed primary treatment in an intensive outpatient or regular outpatient program, they have at least some of the skills to maintain sobriety and begin work on remediating various areas of their lives, such as vocational rehabilitation, finding employment, and securing safe

housing. This service shall provide support and guidance in managing identified needs in the treatment plan and sustaining a successful level of functioning. There shall be a supportive and therapeutic relationship between the Vendor and offender which targets the continued development, improvement, or maintenance of recovery supports and relationships, both formal and informal. Aftercare and Recovery Management services shall be individualized and reflected in the treatment plan.

Discharge Criteria

Any one of the following applies:

1. The offender has achieved positive life outcomes that support stable and ongoing recovery and is no longer in need of services.
2. The offender’s level of functioning has improved with respect to the goals outlined in the treatment plan, including a transition plan to step down to a lower level of care.
3. The offender is not making progress or is regressing, and all reasonable strategies and interventions have been exhausted, indicating a need for more intensive services.

The offender, based on presentation and failure to show improvement, despite modifications in the treatment plan, requires a more appropriate best practice treatment modality based on North Carolina community practice standards

Provider Organization Requirements

Substance abuse services must be delivered by practitioners employed by a substance abuse provider organization that meets the requirements of 10A NCAC 27G, Rules for Mental Health, Developmental Disabilities and Substance Abuse Facilities and Services. The organization must be established as a legally recognized entity in the United States and qualified/registered to do business as a corporate entity in the State of North Carolina. National accreditation, CABHA certification, and LME endorsement are preferred.

Staffing Requirements (ROP/AFTERCARE)

Outpatient services shall be delivered by Vendor staff who meet the requirements specified for CCS, LCAS, CSAC and CCJP under Chapter 90, Article 5C, North Carolina Substance Abuse Professional Practice Act or staff who meet the requirements specified for QP or AP status for Substance Abuse according to 10A NCAC 27G, under the supervision of a CCS or LCAS. The maximum client-to-staff ratio shall not be more than 20 offenders to 1 staff based on an average daily attendance.

Substance Abuse Intensive Outpatient (IOP) is an ASAM Level II.1 nonresidential treatment service that includes structured individual and group activities and services that are provided at an outpatient program designed to assist offenders to begin recovery and learn skills for recovery maintenance. The services shall be offered at least 3 hours a day, at least 3 events a week for at least 12 weeks. Aftercare for IOP will be provided in the same manner as for ROP.

Discharge Criteria

Any one of the following applies:

4. The offender has achieved positive life outcomes that support stable and ongoing recovery and is no longer in need of services.
5. The offender’s level of functioning has improved with respect to the goals outlined in the treatment plan, including a transition plan to step down to a lower level of care.
6. The offender is not making progress or is regressing, and all reasonable strategies and interventions have been exhausted, indicating a need for more intensive services.
7. The offender, based on presentation and failure to show improvement, despite modifications in the treatment plan, requires a more appropriate best practice treatment modality based on North Carolina community practice standards.

Provider Organization Requirements

Substance abuse services must be delivered by practitioners employed by a substance abuse provider organization that meets the requirements of 10A NCAC 27G. The organization must be established as a legally recognized entity in the United States and qualified/registered to do business as a corporate entity in the State of North Carolina. National accreditation, CABHA certification, LME endorsement is preferred.

Staffing Requirements

Persons who meet the requirements specified for CCS, LCAS, LCAS-P, and CSAC under Article 5C may deliver Intensive Outpatient Treatment. The program must be under the clinical supervision of a CSS or a LCAS who is on site a minimum of 50% of the hours the service is in operation. Services may also be provided by staff who meet the requirements specified for QP or AP status for Substance Abuse according to 10A NCAC, under the supervision of a LCAS or CCS. The maximum face-to-face staff-to-client ratio is not more than twelve (12) adult consumers to 1 QP based on an average daily attendance. The ratio for adolescents is 1:6. Paraprofessional level providers who meet the requirement for Paraprofessional status according to 10A NCAC 27G and who have the knowledge, skills, and abilities required for the population and age to be served may deliver Intensive Outpatient Treatment, under the supervision of a LCAS or CCS. Paraprofessional level providers may not provide services in lieu of on-site service provision by a qualified professional, LCAS, CCS, LCAS-P, or CSAC.

H. Supportive Services

In addition to the required core services Vendor program(s) must include the discussion and referral to available support services either on or off site to assist offenders. Assistance given to offenders will address barriers that often times prevent them from being productive and independent citizens.

Vendor shall be responsible for developing mutually agreeable procedures for the collaborative provision of services and be responsible for any and all contractual obligations, as necessary, between themselves and the community resource provider.

Supportive Services shall consist of the following major service areas: Education Services, Employment Services, Health/Nutrition Education, Family Counseling, Parenting Classes, and Child Care Services. All Support Service sessions are to be provided in person/face to face, with client and facilitator at the same location. A hybrid class option will be available to accommodate variables presented by the COVID-19 Pandemic. A virtual class option maybe available contingent upon criteria being met as it relates to the COVID-19 Pandemic and with approval of Community Development Specialist. Hybrid and virtual options can be requested by the Vendor in memo format and submitted to the CDS. Approval will be contingent upon justifiable need and will be for a specified period of time.

Each Vendor shall receive compensation for offenders who are assigned, participate, and engage in supportive services. Vendors will receive payment for each type of service received while participating in RRS. These services can be provided and compensated for up to three times per offender. All support services conducted and offered shall be held for a minimum of thirty (30) minutes per event/session per offender.

a. Employment Services - MANDATORY

Employment services shall assist offenders with community-based opportunities for job readiness. Employment services include but are not limited to: Human Resource Development (HRD), NC Works, Job Development or Vocational Training, etc. At a minimum, an employment class is preferred such as interviewing skills, how to complete a resume, how to access the internet, etc.

b. Education/Vocational Services - MANDATORY

Education services shall include referral to Adult Basic Education, High School equivalency, English as a Second Language, and/or Adult High School to obtain knowledge and skills for employment, continuing educational attainment, and self-

sufficiency. Vocational services can include assistance with veteran services and/or referral to training services, counseling, vocational rehabilitation in order to help them become independent and job ready.

c. Health/Nutrition Education - MANDATORY

Health/Nutrition Education services should provide healthy living classes designed to both educate and offer the skills necessary for life application in areas such as nutrition/weight management, stress management, health education, and general wellness. Can also include a referral to Vocational Rehabilitation services.

d. Family Counseling - OPTIONAL

Family counseling services typically consists of psychological interventions that help family members improve communication and resolve conflicts, and can be completed in individual or a group setting. This may include making a referral to Family Services to address any trauma situations, etc.

e. Parenting Classes - OPTIONAL

Parenting class services include a focus on enhancing parenting practices and behaviors, such as developing and practicing positive discipline techniques, learning age-appropriate child development skills and milestones, promoting positive play and interaction between parents and children, and locating and accessing community services and support.

f. Child Care Services - OPTIONAL

Child Care services may be defined as child care service that provides a responsive, developmentally appropriate environment for young children. All child care services shall be in compliance with North Carolina Division of Child Development and Early Education regulations and standards.

I. Vendor Specifications

By submitting a response to this RFP, the Vendor and any subcontractor(s) are attesting to the following specifications:

1. A Vendor in a county shall have up to sixty (60) days from date of award to hire staff and secure a physical facility before services shall begin.
2. Vendor shall provide a physical facility that can accommodate the program capacity they are offering.
3. Vendor shall have access to a facility 6 days a week (Monday-Saturday), both day and evening to accommodate the needs of the offender.
4. Staff hired to provide direct services must possess appropriate credentials and completed recommended training to deliver the CBI curriculum, substance abuse, aftercare/recovery management, and wrap around supportive services.
5. Vendor shall use an approved CBI Curriculum.
6. Vendor shall use an approved Substance Abuse therapies/practices or models if planning to provide SA services if applicable.
7. Vendor shall provide CBI Booster sessions and Aftercare/Recovery Management Services.
8. Vendor shall provide mandatory support services in the areas of Education, Employment, and Health/Nutrition Education.
9. Vendor shall describe a detailed offender engagement plan that describes the approach or strategies utilized to engage offender in services and explains the rewards and consequence behavior management system (must submit copy with proposal).
10. Vendor shall design and describe a detailed transportation plan that describes how offenders needing assistance to attend services as scheduled (must submit copy with proposal).

5.2 OBJECTIVES

A. RESPONSIBILITIES OF VENDOR

Service Requirements

While services shall be tailored to meet the individual’s needs, the maximum stay, per individual, in the RRS program shall not be longer than 9 months. In addition, the following requirements must be met:

Vendor shall provide a physical facility within the county being bid that can accommodate the program capacity they are offering. Vendor shall have access to a facility 6 days a week (Monday-Saturday), both day and evening to accommodate the needs of the offender.

Facility shall adhere to all Federal, State and Local laws, regulations and building codes. The facility shall be handicap accessible and meet Title III ADA. Facility shall be equipped with proper lighting and ventilation, room dimensions shall be large enough to accommodate chairs and desks, or one large table for the group, work table for the facilitator/instructor, and any equipment needed such as; chalkboard, white board, or flipchart stand, paper and markers to deliver the programs.

CBI and Substance Abuse sessions/groups shall be conducted weekdays, weeknights and/or Saturdays to accommodate offender work schedules.

Services shall be based on the offender’s level of care and needs at the time.

Vendors shall maintain a behavioral management/modification system that includes positive reinforcements for pro-social behavior and consequences for antisocial behavior.

Vendors shall accept referrals from TASC and NC Department of Adult Correction, Division of Rehabilitation and Reentry .

Vendors shall also develop policies to ensure that the programmatic aspects are completed in a timely manner so that the average length of stay shall be commensurate with the risk and needs of the offender and the progression through the individualized treatment plan.

The awarded Vendor shall make accessible a copy of its Policy and Service Guidelines to the Department within fifteen (15) calendar days of award. The document shall be provided in written form and verbally explained to each offender and the offender shall be given a copy of the policy and procedure manual. Each Vendor must also provide the local NC Department of Adult Correction, Division of Rehabilitation and Reentry District Office with a copy of the manual. The document will specifically address the facility’s purpose, treatment program(s), program rewards, program consequences and program requirements. At a minimum, the program manual shall contain:

1. General Program Rules
2. Attendance requirements
3. Behavioral guidelines
4. Process for non-compliance
5. Alcohol/Drug-Free Environment
6. Dress Code
7. No Show policy
8. Grievance procedures; including formal written procedures
9. Cell phone and mobile device policy
10. Discharge Policy, including types of exits, as described herein
11. PREA policy upon completion of training by the Department. PREA policy shall be explained by the department and the Vendor shall sign all PREA forms designated by the Department to be kept on file.
12. Vendors shall not discriminate against any program participant.
13. Confidentiality and Privacy Protections - All personal information concerning an individual's participation in the program(s) shall be treated confidentially and be in compliance with 42 CFR Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records.

Reporting Requirements

Vendor is required to report to the North Carolina Section of NC Department of Adult Correction, Division of Rehabilitation and Reentry. The following communication requirements apply:

1. Vendor must submit Monthly Progress Report and Discharge Summary forms via PIMS.
2. The monthly Progress Report shall be submitted to the assigned Probation/Parole officer by the tenth (10th) business day of the following month.
3. Prior to discharging an offender from any program, the Vendor shall consult with the assigned Probation/Parole officer, TASC and any stakeholder to ensure all parties are in agreement. Following discharge, the Discharge form is to be submitted to the assigned Probation/Parole officer via PIMS within three (3) business days
4. The Vendor shall be responsible for ensuring data is accurate and entered into PIMS within 48 hours.
5. The Vendor shall be responsible for providing all required hardware to operate the automated system application. The application is web-based and can be accessed through any modern web browser. Vendor must have Internet Explorer (version 7 or greater), Mozilla Firefox, Apple Safari, or any other compatible browser to access the application. Browser cookies must be enabled for the RRS program and any popup blockers used shall be configured to allow popup windows while in the RRS program.

Case Records Creation & Retention

Vendor shall prepare and maintain individual offender records that contain information essential to the provision of services and/or treatment. **At a minimum**, each offender record shall include the following:

1. Intake interview containing demographic, biographical, and other identifying information;
2. Treatment Accountability for Safer Communities (TASC) assessment information substantiating the need for services and level of care for substance abuse treatment if needed;
3. Referral from TASC (if applicable); NC Department of Adult Correction, Division of Rehabilitation and Reentry referrals are maintained in the automated PIMS System;
4. An acknowledgment that written program rules have been provided, explained, understood and signed by the eligible participant;
5. A confidentiality statement and appropriate consent forms signed by the eligible participant;
6. It is mandatory that attendance for each service be documented on the PIMS Attendance Roster and uploaded in PIMS within 24 hours of services rendered;
7. Documentation of monthly consultation with assigned Probation/Parole Officer via contacts in PIMS System;
8. If applicable, results of any Vendor provided drug screens;
9. Documentation of referrals made to off-site mandatory or optional support services and/or any other pro-bono offered services;
10. Offender records must be current beginning at the point of intake and continuing through discharge;
11. Documentation of satisfactory evaluation for successful completion at the end of service activity as determined by an instrument to be selected by the Department. (This documentation may be automated in PIMS.)
12. Vendor shall store all case records, in a secure site, and retain for a minimum of five (5) years following offender discharge. The Department shall have access to any and all offender case records, as needed, for up to five (5) years from the date of discharge.

B. RESPONSIBILITIES OF DEPARTMENT

1. Training

- a. The Department will conduct training for PREA, PIMS, Quality Assurance and Monitoring, use of any required instruments, and use of the Automated Application (data automation). Vendor and all facility and program staff

must attend and complete all training sessions. These trainings will be conducted at the discretion of the Community Development Specialist to include face to face, or virtual training sessions.

2. Quality Assurance and Outcomes

To determine if programs are successful at meeting standards, the Department will conduct ongoing reviews by monitoring data in PIMS. Any deficiency will be immediately addressed by the Community Development Specialist. Vendors will be required to submit an action plan to eliminate the deficiency within a specified timeframe by the CDS.

- A. Programs will be monitored annually for exit types, revocation reduction and offender behavior change.
 - i. Any successful completion rate below 50% for any core service will require the Vendor to submit an action plan to improve the rate. Completion rates for core services will be calculated every 90 days in PIMS and monitored by Department staff.
- B. Vendor shall use the Department’s selected pre/post assessment instruments to measure service intervention effectiveness. (TCU Criminal Thinking Scales)

The Department will conduct site visits to monitor the program services and activities provided by the Vendor for compliance with the contract requirements; as well as all State, Federal, and local laws and regulations. Vendor shall provide information, as requested, by the Department, for purposes of Quality Assurance evaluations.

Vendor shall notify the Departments Contract Administrator, Nicole Sullivan five (5) business days with any staff changes and/or staff licensure changes. The Contract Administrator reserves the right to approve or reject the individual(s). If rejected, the Contract Administrator will provide the Vendor with a reason for the rejection.

Vendor shall attend quality assurance training sessions as designated by the department. These may include RNA education, PIMS education, EBP education, etc.

Failure to comply with any aspects of the Quality Assurance process, outlined above, may result in termination of the contract.

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.4 TECHNICAL APPROACH

The Vendor’s Technical Approach shall contain the items listed below. These items shall be arranged in the proposal in the order in which they are listed below. All proposals shall include the specifications to allow the Department to determine the Vendor has met all requirements. The detailed responses to the Technical Approach will be the primary source for RFP evaluation.

Services by County – (one set for each county being bid):

- 1) Narrative Summary and Statement of Work
 - a. Description of offender Engagement Plan including incentives and consequences behavioral management system
 - b. Description of Mandatory Support Services
 - c. Description of Transportation Assistance (for offenders to get to services)
 - d. Description of Optional Support Services (if offered)
- 2) Completed and signed version of ATTACHMENT M: CBI CURRICULUM
- 3) Completed and signed version of ATTACHMENT N: SA CURRICULUM, if applicable
- 4) Completed version of ATTACHMENT A: COST PROPOSAL WORKSHEET

The components of the Technical Approach including attachments and narrative descriptions shall be thoroughly completed and include detailed information that demonstrates the Vendor's capability and capacity to meet the specifications outlined in this RFP and provide quality, evidence-based services to the offender population as outlined in this RFP. Narrative descriptions shall be comprehensive in nature and shall include information that responds to the questions below as appropriate to the service being described. Narrative descriptions (see below) shall be limited to 20 pages total (separated by topic headings, single space, 1" margins, Times New Roman 12 pt. font).

- a. Who will be served - clearly identify which offenders will get this service and how the Vendor will know they need the service;
- b. Who will deliver the service - clearly explain whether the Vendor or any other party (e.g., referral to a service provider, subcontractor, volunteer, etc.) will deliver the service
- c. What will offenders receive - clearly explain the service to be provided
- d. Where will the service be delivered - clearly explain the location(s) to be used or if transporting for services, where will offenders be picked up and dropped off
- e. When will the service occur - clearly explain the frequency, duration, and/or length of the service that will be provided; and
- f. How will offenders receive the service - clearly explain the delivery mechanism for the service (e.g., classes, seminars, workshops) for individuals and/or groups.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

| Contract Manager Point of Contact | |
|--|--|
| Name: | |
| Office Phone #: | |
| Mobile Phone #: | |
| Email: | |

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically monthly with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

Meetings:

The Vendor is required to meet monthly with local Probation/Parole officers to review current case records. Meeting times will be mutually agreed upon between the Department and Vendor. As needed, the Vendor is required to meet with the Department personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Contract. Meetings will occur as problems arise and will be coordinated by the Department. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations. Face-to-face meetings are desired. However, at the Vendor's option and expense, a

conference call or virtual meeting may be substituted. Consistent failure to participate in problem resolution meetings, two (2) consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the Contract.

Standard Operating Procedure (SOP):

The vendor is required within 90 days to have a face-to-face meeting with NCDAC leadership (Judicial District Managers, Assistant Judicial District Manager and Chief Probation Parole Officers) to develop a Standard Operating Procedure (SOP) to address expectations of both NC Department of Adult Correction, Division of Rehabilitation and Reentry Staff and Vendor Staff. Non-compliance response should also be addressed, and a mutual agreement made on how non-compliance is addressed. SOP should also include a designated monthly OMM schedule as well as quarterly meetings to include the JDM, AJDM, CPPO and the CDS. The SOP will also include a description of the referral process, intake/scheduling by the Vendor, transportation plan, incentive/sanctions used by Vendor and NCDAC, communication between NCDAC staff and Vendor, etc.

****** A template of the SOP will be provided to the Vendor once the contract is awarded. ******

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor’s work product shall be based on the following criteria:

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

6.5 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.6 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

6.8 DAC ADDITIONAL TERMS

1. **ALCOHOL/DRUG FREE WORK PLACE POLICY:** A copy of the Department's Alcohol/Drug Free Work Place Policy is attached to this solicitation. The contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The contractor understands that its employees/staff are required to abide by these standards. The contractor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.
2. **PREA:** The NC Department of Adult Correction is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

As a valued partner with DAC, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@NCDAC.gov, or the DAC Communications office at (800) 368-1985.

Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDAC policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or

insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDAC policy.

By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

3. **ESCALATION CLAUSE:** Prices offered herein shall be firm for a period of one (1) year from the date of initial contract performance. If the contract provides for an option year(s) and the Department exercises that option(s), the contractor may request a price increase for that year but it must not exceed the change in points during the previous twelve (12) month period in the *Consumer Price Index-All Items (All Urban Consumers) or 5%, whichever is less. If the requested increase is in compliance with these specified limitations, the new price will be effective thirty (30) days from the date the request is received by the Department.

Consumer Price Index: U. S. Department of Labor, Bureau of Labor Statistics; www.bls.gov

6.9 ATTACHMENTS

ATTACHMENT A: COST PROPOSAL Excel Workbook is located in the Ariba Sourcing Tool. Vendor’s COST PROPOSAL response shall be submitted by responding in the associated vendor response field in the Sourcing Tool for Attachment A.

ATTACHMENT “B” Instructions to Vendors and ATTACHMENT “C” North Carolina General Terms and Conditions are located in the Ariba Sourcing Tool with this solicitation and are incorporated herein. These attachments can be found at the following Vendor Forms link for reference purposes only: <https://ncadmin.nc.gov/documents/vendor-forms>

ATTACHMENTS “D” through “N” shall be returned with the Vendor RFP response in the Ariba Sourcing Tool.

ATTACHMENT A: COST PROPOSAL

VENDOR MUST COMPLETE AND RETURN FOR EACH COUNTY WITH THEIR PROPOSAL SUBMISSION.

The Cost Proposal Excel Workbook will contain detailed instructions for completing a worksheet, an example worksheet with instructions, and a cost proposal worksheet for each county.

The Cost Proposal Excel Workbook is located in the Ariba Sourcing Tool.

Vendor shall only return a completed cost proposal worksheet for the county(s) they intend to bid on, and upload in the appropriate vendor response field.

Appendix A provides detailed explanations of the calculations used in Cost Proposal Worksheet.

Do not return the example cost proposal worksheet in Appendix A.

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: _____

Vendor Name: _____

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disable, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? **Yes** **No**

If **yes**, provide Vendor #: _____

If **no**, does Vendor qualify for certification as HUB? **Yes** **No**

Vendors that check “yes” will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For *Goods* procurements, are you using Tier 2 suppliers? **Yes** **No**

If **yes**, then provide the following information:

| Company Name | Company Address | Website Address | Contact Name | Contact Email | Contact Phone | NC HUB certified? | Percent of total bid price |
|--------------|-----------------|-----------------|--------------|---------------|---------------|-------------------|----------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

For *Services* procurements, are you using Subcontractors to perform any of the services being procured under this solicitation? Yes No

If *yes*, then provide the following information:

| Company Name | Company Address | Website Address | Contact Name | Contact Email | Contact Phone | NC HUB certified? | Percent of total bid price |
|--------------|-----------------|-----------------|--------------|---------------|---------------|-------------------|----------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or huboffice.doa@doa.nc.gov

ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

Solicitation #: _____

Vendor Name: _____

Instructions: Vendor shall use this template to submit three (3) customer references with its offer.

| | |
|--|--|
| Name of Customer Organization: | |
| Customer Reference Name: | |
| Customer Reference Address: | |
| Customer Reference Email: | |
| Start Date: | |
| End Date: | |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: | |

| | |
|--|--|
| Name of Customer Organization: | |
| Customer Reference Name: | |
| Customer Reference Address: | |
| Customer Reference Email: | |
| Start Date: | |
| End Date: | |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: | |

| | |
|--|--|
| Name of Customer Organization: | |
| Customer Reference Name: | |
| Customer Reference Address: | |
| Customer Reference Email: | |
| Start Date: | |
| End Date: | |
| Explanation of contract, service agreement, or type of products and quantity provided to the organization: | |

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

Vendor shall complete items 1 and 2 below.

1. Will any work under this Contract be performed outside of the United States? YES NO

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by the Vendor, any subcontractors, employees, or any other persons performing work under the Contract.
- b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

NOTES:

- 1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
- 2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
- 3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract shall disclose to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____ (If no audit within past 18 months, explain reason below)

The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.

The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.

He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification and Vendor shall notify the Contract Lead within 30 days of any material change to any of the representations made herein.

— If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.



Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL L, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY

POLICY

It is the policy of the Department of Adult Correction to provide a work environment free of alcohol and drugs in order to ensure the safety and well-being of employees, correctional clientele, and the general public. All employees of the Department of Adult Correction, including permanent full-time, trainee, and permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

PURPOSE

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free workplace, and to set out the penalties for violation(s) of the guidelines.

PROCEDURES/OPERATIONAL GUIDELINES

All employees of the Department of Adult Correction are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use "across the counter" medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Adult Correction utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.

ATTACHMENT J: DISCLOSURE OF JUDGMENTS OR CONVICTIONS

The undersigned hereby certifies that: (check one box below)

- No judgment, conviction, investigation or litigation exists against any of the Vendor’s, and/or Vendor’s officers, directors, employees, agents or subcontractors.
- If not checked above, Vendor’s, and/or Vendor’s officers, directors, employees, agents or subcontractors must provide the details of any pertinent judgment, criminal conviction, investigation, or litigation pending against them.

| | |
|---|--|
| Vendor Name | E-Mail Address |
| Authorized Signature | Date |
| Typed Or Printed Name Of Person Signing | Typed Or Printed Title Of Person Signing |

This Certification shall be signed by the Vendor’s President or Chief Executive Officer

This Certification shall be notarized

| | |
|---|--|
| Notary Name | |
| Authorized Signature | |
| Typed Or Printed Name Of Person Signing | |
| Date | |

ATTACHMENT K: VENDOR PROJECT MANAGER

_____, is designated as the Project Manager for the Vendor, as required herein, with responsibilities for all matters relating to this Contract including, but not limited to, timely invoice preparation and reports.

Project Manager: _____

Title: _____

E-mail address: _____

Phone No.: _____

Fax No.: _____

ATTACHMENT L: VENDOR’S EXPERIENCE

Vendor shall provide three (3) detailed descriptions of projects, which are similar in scope, in which the Vendor is currently working or has completed within the last three (3) years. At least one (1) of those experiences shall be working with the offender population.

Add extra pages as needed

| | |
|---|--|
| Name of Project 1 | |
| Description of services provided | |
| Dates of Service | |
| Was this with the offender population? | |
| Business Address | |
| Mailing Address | |
| Contact Person | |
| Telephone | |
| E-mail Address | |

| | |
|---|--|
| Name of Project 2 | |
| Description of services provided | |
| Dates of Service | |
| Was this with the offender population? | |
| Business Address | |
| Mailing Address | |
| Contact Person | |
| Telephone | |
| E-mail Address | |

| | |
|---|--|
| Name of Project 3 | |
| Description of services provided | |
| Dates of Service | |
| Was this with the offender population? | |
| Business Address | |
| Mailing Address | |
| Contact Person | |
| Telephone | |
| E-mail Address | |

| | |
|---|--|
| Name of Project 4 | |
| Description of services provided | |
| Dates of Service | |
| Was this with the offender population? | |
| Business Address | |
| Mailing Address | |
| Contact Person | |
| Telephone | |
| E-mail Address | |

ATTACHMENT M: CBI CURRICULUM

VENDOR MUST COMPLETE AND RETURN FOR EACH COUNTY WITH THEIR PROPOSAL SUBMISSION

COUNTY: _____

Name of CBI Curriculum: _____

(Vendor must complete and submit this attachment for each curriculum to be used. If curriculum is not listed in the Scope of Work, then additional evidence-based documentation must be submitted.)

Please provide the following program characteristics regarding the curriculum named above:

| | |
|--|--|
| 1. Ideal group size based on curriculum specifications | |
| 2. Length of group session (in hours) | |
| 3. Number of times a group meets per week | |
| 4. Number of sessions needed to successfully complete the curriculum | |
| 5. Number of facilitators required to lead a group session | |
| 6. Are the groups open ended or closed ended? | |

PHYSICAL LOCATION OF SERVICES TO BE PERFORMED:

Address: _____

City, State Zip: _____

County: _____

Please place a check beside the method in which you intend to provide services. Any change to this plan will need to be submitted in the form of a memo to the Community Development Specialist and has to be approved.

All services will be provided via face to face/ in person platform.

All services will be provided via a hybrid platform

STAFF CREDENTIALS AND TRAINING

Vendor must provide the following information for any staff member who will be delivering direct services to offenders. **Resumes will not be accepted.** If you have staff hired at the time of RFP submission, this form must be completed and submitted for each staff person delivering services. If you do not have staff hired at the time of RFP submission, this form must be completed and returned as soon as available but no later than 60 days from date of award notification.

If needed, additional sheets may be added. **Vendor must include any negative or adverse actions cited on any staff licensure.** Vendor shall respond on this form.

(Add additional pages as required)

| | |
|---|---|
| Name: | If required by the program being offered, will this person be a Lead Facilitator or Co-Facilitator? |
| Highest level of education completed: | |
| Field of study and School/University attended (if applicable): | |
| Total years of experience working with offender population facilitating CBI: | |
| Formal CBI Training in proposed curriculum Completed: Circle one: Yes or No | |
| Training Dates: | Dates of Employment with Vendor: |
| Location: | |
| Provided By: | |
| Credentials, if applicable (i.e. certificate, licensure certification number, etc). Copies of credentials must be attached to this form: | |

| | |
|---|---|
| Name: | If required by the program being offered, will this person be a Lead Facilitator or Co-Facilitator? |
| Highest level of education completed: | |
| Field of study and School/University attended (if applicable): | |
| Total years of experience working with offender population facilitating CBI: | |
| Formal CBI Training in proposed curriculum Completed: Circle one: Yes or No | |
| Training Dates: | Dates of Employment with Vendor: |
| Location: | |
| Provided By: | |
| Credentials, if applicable (i.e. certificate, licensure certification number, etc). Copies of credentials must be attached to this form: | |

ATTACHMENT N: SUBSTANCE ABUSE TREATMENT CURRICULUM

(Leave blank if opting out)

VENDOR MUST COMPLETE AND RETURN FOR EACH COUNTY WITH THEIR PROPOSAL SUBMISSION

COUNTY: _____

Substance Abuse ROPT/IOPT therapy/practice or model: _____

Please provide the following program characteristics regarding the therapy/practice or model named above:

| | |
|---|--|
| 1. Maximum length of ROPT (in weeks) | |
| 2. Typical length (in weeks) of ROPT for successful completion (assume no referral to higher level of care) | |
| 3. Number of ROPT group sessions per week | |
| 4. Length of ROPT group sessions in hours | |
| 5. Number of ROPT individual sessions per week | |
| 6. Length of ROPT individual sessions in hours | |
| 7. Minimum number of group sessions | |
| 8. Minimum number of individual sessions | |
| 9. Minimum number of treatment hours to complete | |
| 10. Are the groups open-ended or closed ended? | |

Substance Abuse IOPT therapy/practice or model: _____

Please provide the following program characteristics regarding the curriculum named above:

SUBSTANCE ABUSE - INTENSIVE OUTPATIENT TREATMENT (IOPT)

| | |
|--|--|
| 1. Length of IOPT (in weeks). | |
| 2. Number of IOPT group sessions per week. | |
| 3. Length of IOPT group session in minutes. | |
| 4. Number of IOPT individual sessions per week. | |
| 5. Length of IOPT individual session in minutes. | |
| 6. Minimum number of group sessions for a person in IOPT. | |
| 7. Minimum number of individual sessions for a person in IOPT. | |
| 8. Minimum treatment hours for a person in IOPT. | |
| 9. Are IOPT groups open-ended or close-ended? | |

PHYSICAL LOCATION OF SERVICES TO BE PERFORMED:

Address: _____

City, State Zip: _____

Please place a check beside the method in which you intend to provide services. Any change to this plan will need to be submitted in the form of a memo to the Community Development Specialist and has to be approved.

___ All services will be provided via face to face/ in person platform.

___ All services will be provided via a hybrid platform

STAFF CREDENTIALS AND TRAINING

Vendor must provide the following information for any staff member who will be delivering direct services to offenders. **Resumes will not be accepted.** If you have staff hired at the time of RFP submission, this form must be completed and submitted for each staff person delivering services. If you do not have staff hired at the time of RFP submission, this form must be completed and returned as soon as available but no later than 60 days from date of award notification.

If needed, additional sheets may be added. **Vendor must include any negative or adverse actions cited on any staff licensure.** Vendor shall respond on this form

Substance Abuse Staff

| | |
|---|----------------------------------|
| Name: | Dates of Employment with Vendor: |
| Academic background and any related licensure: | |
| Total years of experience working with offender population administering SA: | |
| Credentials, if applicable (i.e. certificate, licensure certification number, etc). Copies of credentials must be attached to this form: | |

| | |
|---|----------------------------------|
| Name: | Dates of Employment with Vendor: |
| Academic background and any related licensure: | |
| Total years of experience working with offender population administering SA: | |
| Credentials, if applicable (i.e. certificate, licensure certification number, etc). Copies of credentials must be attached to this form: | |

| | |
|---|----------------------------------|
| Name: | Dates of Employment with Vendor: |
| Academic background and any related licensure: | |
| Total years of experience working with offender population administering SA: | |
| Credentials, if applicable (i.e. certificate, licensure certification number, etc). Copies of credentials must be attached to this form: | |

APPENDIX A: DETAILED EXPLANATION OF COST PROPOSAL WORKSHEET – CBI & CBI BOOSTER

These instructions are further provided with an example bid sheet that you may edit for planning your bid. In this example, we request 106 enrollments for each fiscal year, which represents 35% of the eligible offenders in your county on **December 31, 2018 (A)**. You may enroll 23% of the eligible offenders (106*.23) in CBI Booster (aftercare). These figures will be calculated for you and are highlighted in blue. In this worksheet you may edit the values in this cell for your planning purposes. If you hit the "tab" key, you will be taken to cells that may be edited.

You will need to enter information in cells that are highlighted in grey. The name of the company (i.e., the Vendor) is "Happy Valley Service". You may use this form to see how the specifics of your program impacts these figures. These cells tell us about the program that you run, the amount you wish to bid, and what optional support services you will provide.

In this example, the program operates a CBI curriculum that has 24 sessions with a maximum enrollment of 15 offenders per cohort. Their CBI Booster program has 6 sessions. The costs (i.e., the rate) include providing transportation to sessions for those who need the assistance and are as follows **(B)**:

| Service | Vendor's Rate |
|-------------|---------------|
| CBI | \$47.00 |
| CBI BOOSTER | \$20.00 |

Once the information about your program has been entered by you, the total number of CBI groups needed to fulfill the full enrollment amount will be calculated **(C)**. You should use this number to guide your bid. Once you enter your bid **(D)**, the total number of individuals you can enroll (unduplicated count) will be calculated **(E)**. In this example, 117 offenders may be enrolled in services (reference item 1).

A base award will be calculated based on the number of groups you bid to run in a year. The award is tied to the costs you reported and represents a full cycle of the program. This means the time it takes to complete the program from intake to successful completion of the services. This amount is calculated as 50% of the CBI and CBI Booster value **(F)**. The base award is also calculated on the support milestones and the rate you entered for CBI services. This amount is calculated as 50% of the support milestones value (F). Add both of these amounts together and the base award can be as much as 60% of the total. In this example, the Vendor has indicated the number of sessions required by the curriculum for each services, the number of offenders that can be enrolled, and the cost per session **(B)**. The award is as such:

| | |
|--|--------------------|
| CBI: CBI $[(\$47.00 * 15 * 24) + \text{CBI Booster } (\$20.00 * 8 * 6)] = (\$17,880 * 50\%)$ | \$8,940.00 |
| $(\text{Cost} * \text{Offenders} * \text{Sessions})$ | |
| Total Amt. of Support Milestones: \$6,474.25 $(\$6,474.25 * 50\%)$ | \$3,237.13 |
| Total Cycle Cost | \$12,177.13 |

You will be paid a proportion of this amount based on the number of CBI groups you bid to provide and relative to the number of groups needed to satisfy our requested enrollment amount. There are four award ranges **(G)**:

| Groups Bid | Percent Awarded |
|------------|-----------------|
| 1 | 12.50% |
| 2 | 25.00% |
| 3 | 37.50% |
| 4 Plus | 50.00% |

If your bid satisfies all the enrollments requested, you receive an extra 10 percentage points. In this example, it takes 8 groups of CBI (see item 5) to satisfy the enrollment demand based on the number of offenders the Vendor can enroll per session. The Vendor has bid to provide 8 groups of CBI. Since this bid satisfies 100% (8 groups needed/8 groups bid=100%) of the demand and since they have bid more than 4 groups, they will receive 60% of the cycle cost as a base award **(H)**.

| | | |
|---------------------------|------|------------------------------|
| Range | 4 | 50.00% |
| Percent | 100% | 10.00% |
| Awarded Proportion | | 60.00% |
| Award | | 60%*(\$12,177.13)=\$7,306.28 |

This award is intended to help you offset the costs of start-up and to ensure services are available for offenders on the first day of the contract. The award is paid in monthly payments (e.g., this Vendor would receive a payment each month of \$550.11 which is \$6,601.28/12).

This is a contract based on your achievement of core and service milestones. Payment is made when service is provided to an individual offender (e.g., referral to education services) or when an individual offender meets specific treatment (core) milestones **(I)**. These represent the assistance you have agreed to provide as part of your bid, and include treatment (up to 120 days with aftercare) and the services required by the contract (i.e., education, employment, and health/nutrition). These cells are pre-filled with a "Y" in the bid sheet **(J)**. You shall also indicate in the grey shaded cells whether you will provide the optional services **(J1)**. You shall put a "Y" in the box beside each service you will provide. You may put a "N" for no service, or leave the shaded area blank.

If you do not put a "Y" in the box, no payment will be calculated for that service.

**Note: The Vendor in this example does not offer family counseling services.*

The value rate **(K)** is the percentage of your Vendor’s Rate that will be paid when the offender reaches the treatment milestone or when the service is provided. For example, when an offender completes intake, you will be paid 30% of your “cost per session” bid. Assuming a person is enrolled in CBI and attends 80% of their scheduled appointments in the first 30 days, this Vendor would be paid as follows:

| Core Milestone | Value Rate | Rate | Payment |
|---------------------------|------------|---------|-----------------|
| Intake (CBI) | 30% | \$47.00 | \$ 14.10 |
| Attend first day (CBI) | 40% | \$47.00 | \$ 18.80 |
| First 30 Days of Tx (CBI) | 200% | \$47.00 | \$94.00 |
| Total | | | \$126.90 |

Note that the maximum success percentage **(L) for all core service milestones is 100% of enrolled offenders. If these completion rates are unmet (i.e., only 80% reach 90 days) a Vendor may exceed the number of requested enrollments up to the full contract dollar amount with approval of the Department.*

For this contract period, Vendors will also be paid for wrap around services that aid the offender with maintaining compliance. Payment for these services is made when the Vendor documents referral and engagement with the service provide. The provider may utilize the wrap around services up to 3 times each per participant. For example, when a Vendor refers an offender for education services the Vendor shall document the referral and obtain evidence that the offender has engaged in the service. Engagement might be documented with an enrollment form, written verification that the offender made a scheduled appointment, or some other verifiable document. The offender need not complete the service for payment.

While the bid form calculates the maximum success rate for core services at 100% for all enrollees, wrap around services maximum enrollment percentages **(L1)** are based on anticipated need within the general population. For example, based on the Department's needs assessment, most (~80%) but not all offenders need some additional educational services. As such, the Department will pay for services provided up to 100% of the requested enrollment number. In this example, incentive payment will be made for up to 117 of the 117 individuals enrolled in CBI or aftercare. The number is calculated as such:

| Enrollment | Individuals | Max Enrollment | # Participants you may enroll |
|---------------|-------------|----------------|-------------------------------|
| CBI | 106 | 100% | 106 |
| CBI Booster* | 11 | 100% | 11 |
| Totals | 117 | | 117 |

**Counts individuals entering care from CRV, DART Center, or Black Mountain.*

Individuals may be referred to/receive wrap around services at any point during their enrollment. We would not anticipate that an offender would be enrolled in core services and all support services all on day one. You will be paid once documentation of service is entered in PIMS. However, you may not enroll more than the max enroll percentage **(L1)** of the currently enrolled population during any one month in any one service.

The following example expands the 30 day payout for an offender enrolled in CBI and ROP services who was also referred to wrap around services. Referral and engagement documentation assumed completed within first 30 days. In this example, the Vendor receives payment of \$169.20 for this person.

| Core Milestone | Percentage | Rate | Payment |
|--------------------------|------------|---------|-----------------|
| Intake (CBI) | 30% | \$47.00 | \$14.10 |
| Attend first day (CBI) | 20% | \$47.00 | \$ 9.40 |
| First 30 Days of Tx(CBI) | 200% | \$47.00 | \$94.00 |
| Education/Vocation* | 10% | \$47.00 | \$ 4.70 |
| Health/Nutrition* | 25% | \$47.00 | \$11.75 |
| Child Care* | 50% | \$47.00 | \$23.50 |
| Parenting* | 25% | \$47.00 | \$11.75 |
| Total | | | \$169.20 |

**Wrap around service incentive paid off bided session cost for CBI.*

**Note: The Vendor in this example does not offer family counseling services.*

The bid sheet calculates the total amount of each percentage and the percentage for each treatment program (e.g., CBI) automatically **(M)**.

Remember, if you will be providing the optional services you shall indicate this in the grey shaded cells under the "support milestones" heading **(J1)**. **You must put a "Y" in each of these cells for the percentage to be calculated and included in your contract award.**

The total amount of your bid will be automatically calculated under the "Bid Summary" heading. The amount of your base award **(N)**, along with payment for core milestones and service milestones will be tallied **(O)**. A bid subtotal **(P)** will appear. A fee of 15% of the total amounts will be added to your bid in order to pay for administrative costs over the life of the contract **(Q)**. The amount of the administrative fee will be calculated in the bid sheet **(R)**, which will produce a total bid amount. **(S)**

Cost Proposal Worksheet – CBI and CBI Booster

County:

Vendor: **Happy Valley Service**

RRS RFP#

| DPS Demand | | CBI | CBI Booster | | | |
|------------------------------|------------------|------------|--------------------------|--------------------|--------------|-------------------|
| Enrollments Requested | 106 | 106 | 25 | | | |
| Total Groups Need | | 8 | 4 | | | |
| Program Characteristics | | | | | | |
| Sessions | | 24 | 6 | | | |
| Group Size | | 15 | 8 | | | |
| Rate | | \$47.00 | \$20.00 | | | |
| Vendor Bid | | | | | | |
| Groups Bid | | 8 | 3 | | | |
| Offenders to Serve | 117 Individuals | 106 | 25 | | | |
| Performance Pay Structure | | | | | | |
| Core Milestones | Service Provided | Value Rate | Max Success | CBI | Max Success | CBI A/C |
| Intake | Y | 30.0% | 100% | \$1,494.60 | 100% | \$486.00 |
| Engagement | Y | 20.0% | 100% | \$996.40 | 100% | \$100.00 |
| 30 Days | Y | 200.0% | 100% | \$9,964.00 | 100% | \$1,000.00 |
| 60 Days | Y | 275.0% | 100% | \$13,700.50 | 0% | \$0.00 |
| 90 Days | Y | 300.0% | 75% | \$11,209.50 | 0% | \$0.00 |
| 120 - 180 Days | Y | 200.0% | 25% | \$2,491.00 | 0% | \$0.00 |
| Completion | Y | 500.0% | 100% | \$24,910.00 | 100% | \$2,500.00 |
| Released HLOC | Y | 100.0% | 0% | \$0.00 | 0% | \$0.00 |
| | | | Total | \$64,766.00 | Total | \$4,086.00 |
| Support Milestones | Service Provided | Value Rate | Max Enroll | Support | M | |
| Education/Vocation | Y | 10% | 100% | \$549.90 | | |
| Employment | Y | 40% | 100% | \$2,199.60 | | |
| Health/Nutrition | Y | 25% | 100% | \$1,374.75 | | |
| Child Care Services | Y | 50% | 35% | \$963.50 | | |
| Family Counseling | N | 50% | 75% | \$0.00 | | |
| Parenting Classes | Y | 50% | 50% | \$1,386.50 | | |
| | | | Total | \$6,474.25 | | |
| Award Allocation | | | Bid Summary | | | |
| | | | Award Allocation | | N | \$7,306.28 |
| CBI (50%) | F | \$8,940.00 | Core Milestones | | | \$68,852.00 |
| Support Milestones (50%) | | \$3,237.13 | Support Milestones (50%) | | | \$3,237.13 |
| Award Range | G | 4 | | | | |
| (Based on number groups bid) | | | Subtotal | | P | \$79,395.40 |
| Percent Demand Bid | | 100.00% | Administrative Fee | | Q | 15.00% |
| Base Award | H | \$7,306.28 | Total | | | \$91,304.71 |

APPENDIX B: FUNDING FLOW WORKSHEET – CBI & CBI BOOSTER

A worksheet example is provided for your use in the cost proposal excel workbook (Example Sheet (CBI & CBI Booster)). You may change these assumptions to help you better understand how the new contract structure will impact your monthly income. You can alter any and all of the cells that are shaded grey in the worksheet. The worksheet does not need to be submitted with your bid.

In the example provided in the workbook, the Vendor has a CBI program that runs 24 sessions with 15 offenders per group. Both programs complete at 90 days. CBI Booster includes 6 sessions spread over 90 days. Two of the optional services are provided: child care services and parenting classes. The Vendor can enroll a maximum of 30 offenders in CBI at any one time with 30 in aftercare.

The RFP for this county requests 106 enrollments for a maximum of 117 unique offenders; 25 of which may only be enrolled in CBI aftercare services. This amount and program structure calls for 8 groups of CBI/Booster. The Vendor has bid 8 groups for CBI.

Enrollments and rates are shown below. Funding flow through first 90 days is shown based on what may happen during the course of a program. The total value of the contract is \$91,304.71 based on this program’s curriculums, rates, and capacity to treat.

| Services | Enrollments | Rates |
|-------------|-------------|---------|
| CBI | 106 | \$47.00 |
| CBI Booster | 25 | \$20.00 |

| Award Calculation | | | | | |
|-------------------|------------|----------|---------|------------------------|-------------------|
| | Enrollment | Sessions | Rates | Max Success Percentage | Value |
| CBI | 15 | 24 | \$47.00 | 50% | \$8,460.00 |
| CBI Booster | 8 | 6 | \$20.00 | 50% | \$480.00 |
| | | | | | \$8,940.00 |

| | |
|-------------------------------------|-------------------|
| Support Milestones (\$6,474.25*50%) | \$3,237.13 |
| CBI Groups Bid | 8 |
| Range | 4 |
| Percent Demand Bid | 100% |
| Base Award | \$7,306.28 |

1st 30 Days

Vendor is referred 30 for CBI; and 2 for CBI Booster from CRV. Total eligible for supportive service incentives 33.

| Number | Cost | Value Rate | Type | Value | Description |
|--------|------------|------------|---------|------------|----------------------------|
| 1 | \$608.86 | 100% | Award | \$1,826.58 | Base Award Distributed |
| 30 | \$47.00 | 30% | Core | \$141.00 | CBI Intake |
| 2 | \$20.00 | 30% | Core | \$4.00 | CBI Boost Intake |
| 30 | \$47.00 | 40% | Core | \$188.00 | CBI Engagement |
| 2 | \$20.00 | 40% | Core | \$5.33 | CBI Booster Engagement |
| 30 | \$47.00 | 200% | Core | \$940.00 | CBI 30 Day Milestone |
| 2 | \$20.00 | 200% | Core | \$26.67 | CBI Boost 30 Day Milestone |
| 24 | \$47.00 | 10% | Service | \$37.60 | Education Services |
| 27 | \$47.00 | 50% | Service | \$211.50 | Employment Services |
| 33 | \$47.00 | 30% | Service | \$155.10 | Health/Nutrition |
| 12 | \$47.00 | 50% | Service | \$94.00 | Child Care Services |
| 1 | \$6,916.57 | 15% | Fee | \$1,037.49 | Admin Fee 15% |

\$4,667.27

Days 31-60

Vendor loses 1 offender from CBI; no attrition from other services. One new CBI referral received. Vendor refers new offender to education services, and employment services. Vendor identifies 10 offenders who need parenting classes. New offender is enrolled in health/nutrition.

| Number | Cost | Value Rate | Type | Value | Description |
|--------|------------|------------|---------|-------------------|----------------------------|
| 1 | \$47.00 | 30% | Core | \$4.70 | CBI Intake |
| 1 | \$47.00 | 40% | Core | \$6.26 | CBI Engagement |
| 1 | \$47.00 | 200% | Core | \$31.33 | CBI 30 Day Milestone |
| 29 | \$47.00 | 275% | Core | \$1,249.42 | CBI 60 Day Milestone |
| 2 | \$20.00 | 275% | Core | \$36.67 | CBI Boost 60 Day Milestone |
| 1 | \$47.00 | 10% | Service | \$1.57 | Education Services |
| 1 | \$47.00 | 50% | Service | \$7.83 | Employment Services |
| 1 | \$47.00 | 30% | Service | \$4.70 | Health/Nutrition |
| 10 | \$47.00 | 25% | Service | \$39.16 | Parenting Classes |
| 1 | \$4,357.44 | 15% | Fee | \$653.62 | Admin Fee 15% |
| | | | | \$2,035.26 | |

Days 61-90

Vendor experience 10% attrition (3 offenders) from CBI; no attrition from Aftercare. Three new CBI referrals received. Vendor refers new offenders to employment services, health / nutrition. Two offenders are referred for education services. One offender is referred for child care services and parenting classes.

80% of initial cohort of offenders complete CBI program (24); 2 complete CBI Booster.

| Number | Cost | Value Rate | Type | Value | Description |
|--------|------------|------------|---------|-------------------|----------------------------|
| 3 | \$47.00 | 30% | Core | \$ 14.10 | CBI Intake |
| 3 | \$47.00 | 40% | Core | \$ 18.80 | CBI Engagement |
| 3 | \$47.00 | 200% | Core | \$ 94.00 | CBI 30 Day Milestone |
| 1 | \$47.00 | 275% | Core | \$ 43.08 | CBI 60 Day Milestone |
| 26 | \$47.00 | 325% | Core | \$ 1,323.83 | CBI 90 Day Milestone |
| 2 | \$20.00 | 325% | Core | \$ 43.33 | CBI Boost 90 Day Milestone |
| 24 | \$47.00 | 525% | Core | \$ 1,974.00 | CBI Completion |
| 2 | \$20.00 | 525% | Core | \$ 70.00 | CBI Boost Completion |
| 2 | \$47.00 | 10% | Service | \$ 6.26 | Education Services |
| 3 | \$47.00 | 50% | Service | \$ 23.50 | Employment Services |
| 3 | \$47.00 | 30% | Service | \$ 14.10 | Health/Nutrition |
| 1 | \$47.00 | 50% | Service | \$ 7.83 | Child Care Services |
| 1 | \$47.00 | 25% | Service | \$ 3.92 | Parenting Classes |
| 1 | \$9,289.40 | 15% | Fee | \$ 464.47 | Admin Fee 15% |
| | | | | \$4,101.22 | |

Key Points

This Vendor had invoices of \$4,666.67; \$2,035.26; and \$4,101.22 during the first 90 days of operation for a total of **\$10,803.15** over the first three-month period.

Assuming this pattern of entry, exit, and referral is repeated the entire year with DAC approving the additional enrollments over the 106 requested at an 85% completion rate, the Vendor would have earned approximately \$80,500.00 of the approximately \$91,300.00 dollar not-to-exceed contract for the year.

For the Vendor to earn the remaining \$10,800 during the year, the Vendor must improve completion rates and/or request additional enrollments and keep them engaged during the treatment period.

Due to the incentive structure, each new "cycle" coincides with a dip in payment during that 30 day period because higher values are placed on retaining and completing offenders not just enrolling and engaging offenders.

Over time, the dips will regress if you run an open-ended program and are able to replace offenders who do not complete. Because you will have offenders completing higher value milestones throughout the year, your payments will become larger and more consistent.

The base award amount is intended to help you offset the initial start-up costs and inconsistency in payments.

We know our assumption that 100% will complete is unlikely to occur, so we will be flexible in allowing enrollments above the requested amount. However, it is also expected that these incentives will assist you in maintaining above specified (65%) completion rates.

If attrition rates are high and you request a steady flow of referrals your payments will be lower due to the payout structure and it will signal a need for review of operations. See RRS RFP Section 5.2 Quality Assurance and Outcomes for more information.

This example shall not be taken to represent a DAC preferred working model or cost structure. It is intended as a tool to help you understand the new payment model and provide you with a planning tool to customize to your operations and experience.

APPENDIX C: DETAILED EXPLANATION OF COST PROPOSAL WORKSHEET – CBI, ROP, IOP AND AFTERCARE

1. These instructions are further provided with an example bid sheet that you may edit for planning your bid. In this example, we request 106 enrollments for each fiscal year, which represents 35% of the eligible offenders in your county on **December 31, 2018**, can dually enroll 50% of this number (53 offenders) in ROP and IOP (53 offenders in each) that is paid for with RRS funding. You may also enroll 23% additional (25 offenders) in CBI Booster (aftercare). An additional 10% of the ROP request (53+6 offenders) may be enrolled in ROP and IOP aftercare. An additional 10% of the IOP request (53+6 offenders) may be enrolled in IOP aftercare. These figures will be calculated for you and are highlighted in blue. In this worksheet you may edit the values in this cell for your planning purposes. If you hit the "tab" key, you will be taken to cells that may be edited.
2. You will need to enter information in cells that are highlighted in grey. The name of the company (i.e., the Vendor) is "Happy Valley Service". You may use this form to see how the specifics of you program impacts these figures. These cells tell us about the program that you run, the amount you wish to bid, and what optional support services you will provide.
3. In this example, the program operates a CBI and ROP curriculum that has 24 sessions with a maximum enrollment of 15 offenders per cohort. Their CBI Booster program has 6 sessions and ROP aftercare that provides 8 follow-up sessions. The costs (i.e., the rate) include providing transportation to sessions for those who need the assistance and are as follows **(B)**:

4.

| <u>Service</u> | <u>Vendor's Rate</u> |
|----------------|----------------------|
| CBI | \$44.00 |
| ROP | \$44.00 |
| IOP | \$120.00 |
| CBI Boost | \$20.00 |
| <u>ROP A/C</u> | <u>\$50.00</u> |

5. Once the information about your program has been entered by you, the total number of CBI groups needed to fulfill the full enrollment amount will be calculated **(C)**. You should use this number to guide your bid. Once you enter your bid **(D)**, the total number of individuals you can enroll (unduplicated count) will be calculated **(E)**. In this example, 129 offenders may be enrolled in services: 106 CBI/CBI Booster, +6 ROP/ROP AC, +11 CBI A/C, +6 IOP/IOP A/C (reference item 1).
6. A base award will be calculated based on the number of groups you bid to run in a year. The award is tied to the costs you reported and represents a full cycle of the program. This means the time it takes to complete the program from intake to successful completion of the services. This amount is calculated as 50% of the CBI and CBI Booster value plus 15% of the ROP/ROP A/C plus 15% of IOP/IOP A/C values plus 20% of the support milestones **(F)**. The base award can be as much as 60% of this amount. In this example, the Vendor has indicated the number of sessions required by the curriculum for each service, the number of offenders that can be enrolled, and the cost per session **(B)**. The award is as such:

a.

| <u>Cost*Offenders*Sessions</u> | |
|--|--------------------|
| CBI [(\$47.00*15*24) + CBI Booster (\$20.00*8*6)]=(\$17,880*50%) | = \$8,940.00 |
| ROP [(\$44.00*15*24) + ROP Aftercare (\$50.00*12*6)]= (\$19,440*15%) | = \$2,916.00 |
| IOP [(\$120.00*12*8) + IOP Aftercare (\$50.00*5*2)]= (\$12,020*15%) | = \$1,803.00 |
| Support Milestones (\$7,155.75*20%) | = \$1,431.15 |
| TOTAL CYCLE COST | \$15,090.15 |

- b. You will be paid a proportion of this amount based on the number of CBI groups you bid to provide and relative to the number of groups needed to satisfy our requested enrollment amount. There are four award ranges **(G)**:

| Groups Bid | Percent Awarded |
|------------|-----------------|
| 1 | 12.50% |

| | |
|--------|--------|
| 2 | 25.00% |
| 3 | 37.50% |
| 4 Plus | 50.00% |

- c. If your bid satisfies all the enrollments requested, you receive an extra 10 percentage points. In this example, it takes 8 groups of CBI (see item 5) to satisfy the enrollment demand based on the number of offenders the Vendor can enroll per session. The Vendor has bid to provide 8 groups of CBI. Since this bid satisfies 100% (8 groups needed/8 groups bid=100%) of the demand and since they have bid more than 4 groups, they will receive 60% of the cycle cost as a base award **(H)**.

d.

| | | |
|---------------------------|------|--------------------------------|
| Range | 4 | 50.00% |
| Percent | 100% | 10.00% |
| Awarded Proportion | | 60.00% |
| Award | | 60%*(\$15,090.15) = \$9,054.09 |

7. This award is intended to help you offset the costs of start-up and to ensure services are available for offenders on the first day of the contract. The award is paid in quarterly payments (e.g., this Vendor would receive a payment each month of \$754.50; \$9,054/12). Administrative costs are calculated on the base award amount.
8. This is a contract based on your achievement of core and service milestones. Payment is made when service is provided to an individual offender (e.g., referral to education services) or when an individual offender meets specific treatment (core) milestones **(I)**. These represent the assistance you have agreed to provide as part of your bid and include treatment (up to 120 days with aftercare) and the services required by the contract (i.e., education, employment, and health/nutrition). These cells are pre-filled with a "Y" in the bid sheet **(J)**. You shall also indicate in the grey shaded cells whether you will provide the optional services **(J1)**. You shall put a "Y" in the box beside each service you will provide. You may put a "N" for no service or leave the shaded area blank.

If you do not put a "Y" in the box, no payment will be calculated for that service.

**Note: The Vendor in this example does not offer family counseling services.*

9. The value rate **(K)** is the percentage of your Vendor's Rate that will be paid when the offender reaches the treatment milestone or when the service is provided. For example, when an offender completes intake, you will be paid 10% of your Vendor's Rate. Assuming a person is enrolled in CBI and ROP services and attends 80% of their scheduled hours in the first 30 days, this Vendor would be paid as follows:

10.

| Core Milestone | Value Rate | Rate | Payment |
|---------------------------|------------|----------|-----------------|
| Intake (CBI) | 30% | \$47.00 | \$ 14.10 |
| Intake (ROP/IOP) | 30% | \$44.00 | \$ 13.20 |
| Engagement (CBI) | 40% | \$47.00 | \$ 18.80 |
| Engagement (ROP/IOP) | 40% | \$44.00 | \$ 17.60 |
| First 30 Days of Tx (CBI) | 200% | \$47.00 | \$94.00 |
| First 30 Days of Tx (ROP) | 200% | \$44.00 | \$88.00 |
| First 30 Days of Tx (IOP) | 200% | \$120.00 | \$240.00 |
| Total | | | \$485.70 |

11. **Note that the maximum success percentage **(L)** for all core service milestones is 100% of enrolled offenders. This assumes a 100% completion rate in all services. If these completion rates are unmet (i.e., only 80% reach 90 days) a Vendor may exceed the number of requested enrollments up to the full contract dollar amount with approval of the Department.*

12. For this contract period, Vendors will also be paid for wrap around services that aid the offender with maintaining compliance. Payment for these services is made when the Vendor documents referral and engagement with the service provide. The provider may utilize the wrap around services up to 3 times each per participant. For example, when a Vendor refers an

offender for education services the Vendor shall document the referral and obtain evidence that the offender has engaged in the service. Engagement might be documented with an enrollment form, written verification that the offender made a scheduled appointment, or some other verifiable document. The offender need not complete the service for payment.

13. While the bid form calculates the maximum success rate for core services at 100% for all enrollees, wrap around services maximum enrollment percentages **(L1)** are based on anticipated need within the general population. For example, based on the Department's needs assessment, most (~80%) but not all offenders need some additional educational services. As such, the Department will pay for services provided up to 100% of the requested enrollment number. In this example, incentive payment will be made for up to 120 of the 120 individuals enrolled in CBI, ROP, IOP or aftercare. The number is calculated as such:

14.

| Enrollment | Individuals | Max Enrollment | # Participants you may enroll |
|-------------------|--------------------|-----------------------|--------------------------------------|
| CBI/ROP/IOP | 106 | 100% | 106 |
| CBI Booster* | 11 | 100% | 11 |
| ROP Aftercare* | 6 | 100% | 6 |
| IOP Aftercare* | 6 | 100% | 6 |
| Totals | 129 | | 129 |

*Counts individuals entering care from CRV, DART Center, or Black Mountain.

15. Individuals may be referred to/receive wrap around services at any point during their enrollment. We would not anticipate that an offender would be enrolled in core services and all support services all on day one. You will be paid once documentation of service is entered in PIMS. However, you may not enroll more than the max enroll percentage **(L1)** of the currently enrolled population during any one month in any one service.
16. The following example expands the 30 day payout for an offender enrolled in CBI and ROP services who was also referred to wrap around services. Referral and engagement documentation assumed completed within first 30 days. In this example, the Vendor receives payment of \$290.95 for this person.

17.

| Core Milestone | Percentage | Rate | Payment |
|---------------------------|-------------------|-------------|-----------------|
| Intake (CBI) | 30% | \$47.00 | \$14.10 |
| Intake (ROP) | 30% | \$44.00 | \$13.20 |
| Attend first day (CBI) | 40% | \$47.00 | \$18.80 |
| Attend first day (ROP) | 40% | \$44.00 | \$17.60 |
| Attend first day (IOP) | 40% | \$120.00 | \$48.00 |
| First 30 Days of Tx (CBI) | 200% | \$47.00 | \$94.00 |
| First 30 Days of Tx (ROP) | 200% | \$44.00 | \$88.00 |
| First 30 Days of Tx (IOP) | 200% | \$120.00 | \$240.00 |
| Education/Vocation* | 10% | \$47.00 | \$4.70 |
| Health/Nutrition* | 30% | \$47.00 | \$14.10 |
| Child Care* | 50% | \$47.00 | \$23.50 |
| Parenting* | 25% | \$47.00 | \$11.75 |
| Total | | | \$587.75 |

*Wrap around service incentive paid off bided session cost for CBI.

*Note: The Vendor in this example does not offer family counseling services.

18. The bid sheet calculates the total amount of each percentage and the percentage for each treatment program (e.g., CBI, ROP, IOP) automatically **(M)**.
19. Remember, if you will be providing the optional services you shall indicate this in the grey shaded cells under the "support milestones" heading **(J1)**. **You must put a "Y" in each of these cells for the percentage to be calculated and included in your contract award.**

20. The total amount of your bid will be automatically calculated under the "Bid Summary" heading. The amount of your base award (N), along with payment for core milestones and service milestones will be tallied (O). A bid subtotal (P) will appear. A fee of 15% of the total core and support milestone amounts will be added to your bid in order to pay for administrative costs over the life of the contract (Q). The amount of your administrative fee will be calculated using only those calculated for core and service milestones. The base award amount is not subject to administrative fees. The amount of the administrative fee will be calculated in the bid sheet (R), which will produce a total bid amount. (S)

Cost Proposal Worksheet - CBI, ROP, IOP AND AFTERCARE

| County: | | Vendor: Happy Valley Service | | | | | | RRS RFP# | | | | | | |
|----------------------------------|------------------|------------------------------|-----------------|---------------------|--------------|-------------------|--------------|--------------------|--------------|--------------------|--------------|--------------------|--------------|--------------------|
| DPS Demand | | CBI | | CBI Booster | | ROP | | ROP A/C | | IOP | | IOP A/C | | |
| Enrollments Requested | 106 | 106 | | 25 | | 53 | | 59 | | 53 | | 59 | | |
| Total Groups Need | | 8 | | 4 | | 4 | | 5 | | 5 | | 12 | | |
| Program Characteristics | | | | | | | | | | | | | | |
| Sessions | | 24 | | 6 | | 24 | | 6 | | 8 | | 2 | | |
| Group Size | | 15 | | 8 | | 15 | | 12 | | 12 | | 5 | | |
| Rate | | \$47.00 | | \$20.00 | | \$44.00 | | \$50.00 | | \$120.00 | | \$50.00 | | |
| Vendor Bid | | | | | | | | | | | | | | |
| Groups Bid | | 8 | | 3 | | 4 | | 5 | | 4 | | 12 | | |
| Offenders to Serve | 129 Individuals | 106 | | 25 | | 53 | | 59 | | 53 | | 59 | | |
| Performance Pay Structure | | | | | | | | | | | | | | |
| Core Milestones | Service Provided | Value Rate | Max Success | CBI | Max Success | CBI A/C | Max Success | ROP | Max Success | ROP A/C | Max Success | IOP | Max Success | IOP A/C |
| Intake | Y | 30.0% | 100% | \$1,494.60 | 100% | \$486.00 | 100% | \$699.60 | 100% | \$90.00 | 100% | \$1,908.00 | 100% | \$90.00 |
| Engagement | Y | 20.0% | 100% | \$996.40 | 100% | \$100.00 | 100% | \$466.40 | 100% | \$590.00 | 100% | \$1,272.00 | 100% | \$590.00 |
| 30 Days | Y | 200.0% | 100% | \$9,964.00 | 100% | \$1,000.00 | 100% | \$4,664.00 | 100% | \$5,900.00 | 100% | \$12,720.00 | 100% | \$5,900.00 |
| 60 Days | Y | 275.0% | 100% | \$13,700.50 | 0% | \$0.00 | 0% | \$0.00 | 100% | \$8,112.50 | 100% | \$17,490.00 | 100% | \$8,112.50 |
| 90 Days | Y | 300.0% | 75% | \$11,209.50 | 0% | \$0.00 | 0% | \$0.00 | 75% | \$6,637.50 | 75% | \$14,310.00 | 75% | \$6,637.50 |
| 120 - 180 Days | Y | 200.0% | 25% | \$2,491.00 | 0% | \$0.00 | 0% | \$0.00 | 25% | \$1,475.00 | 25% | \$3,180.00 | 25% | \$1,475.00 |
| Completion | Y | 500.0% | 100% | \$24,910.00 | 100% | \$2,500.00 | 100% | \$11,660.00 | 100% | \$14,750.00 | 100% | \$31,800.00 | 100% | \$14,750.00 |
| Released HLOC | Y | 100.0% | 0% | \$0.00 | 0% | \$0.00 | 0% | \$0.00 | 10% | \$295.00 | 10% | \$636.00 | 10% | \$295.00 |
| | | | Total | \$64,766.00 | Total | \$4,086.00 | Total | \$17,490.00 | Total | \$37,850.00 | Total | \$83,316.00 | Total | \$37,850.00 |
| Support Milestones | Service Provided | Value Rate | Max Enroll | Support | | | | | | | | | | |
| Education/Vocation | Y | 10% | 100% | \$606.30 | M | | | | | | | | | |
| Employment | Y | 40% | 100% | \$2,425.20 | | | | | | | | | | |
| Health/Nutrition | Y | 25% | 100% | \$1,515.75 | | | | | | | | | | |
| Child Care Services | Y | 50% | 35% | \$1,081.00 | | | | | | | | | | |
| Family Counseling | N | 50% | 75% | \$0.00 | | | | | | | | | | |
| Parenting Classes | Y | 50% | 50% | \$1,527.50 | | | | | | | | | | |
| | | | Total | \$7,155.75 | | | | | | | | | | |
| Award Allocation | | | | Bid Summary | | | | | | | | | | |
| CBI (50%) | | \$8,940.00 | O | | | | | | | | | | | |
| ROP (15%) | | \$2,916.00 | | | | | | | | | | | | |
| IOP (15%) | | \$1,803.00 | | | | | | | | | | | | |
| Support Milestones (20%) | | \$1,431.15 | | | | | | | | | | | | |
| Award Range | G | 4 | | | | | | | | | | | | |
| (Based on number groups bid) | | | | | | | | | | | | | | |
| Percent Demand Bid | | 100.00% | R | | | | | | | | | | | |
| Base Award | H | \$9,054.09 | | | | | | | | | | | | |
| | | | | S | | | | | | | | | | |
| Award Allocation | | N | \$9,054.09 | | | | | | | | | | | |
| Core Milestones | | | \$245,358.00 | | | | | | | | | | | |
| Support Milestones (80%) | | | \$5,724.60 | | | | | | | | | | | |
| | | P | Subtotal | \$260,136.69 | | | | | | | | | | |
| Administrative Fee | | Q | 15.00% | \$39,020.50 | | | | | | | | | | |
| Total | | | | \$299,157.19 | | | | | | | | | | |

APPENDIX D: FUNDING FLOW WORKSHEET - CBI, ROP, IOP AND AFTERCARE

A worksheet example is provided for your use in the cost proposal excel workbook. You may change these assumptions to help you better understand how the new contract structure will impact your monthly income. You can alter any and all of the cells that are shaded grey in the worksheet. The worksheet does not need to be submitted with your bid.

In the example provided in the workbook, the Vendor has CBI and ROP programs that run 24 sessions with 15 offenders per group. Both programs complete at 90 days. CBI Booster includes 6 sessions spread over 90 days. ROP Aftercare is 8 sessions spread over 90 days. All optional services are provided. The Vendor can enroll a maximum of 30 offenders in CBI and 15 in ROP at any one time with 30 in aftercare.

The RFP for this county requests 106 enrollments for a maximum of 129 unique offenders; 14 of which may only be enrolled in CBI and ROP aftercare services. This amount and program structure calls for 8 groups of CBI/Booster, 4 groups of ROP/AC and 5 IOP/AC. The Vendor has bid 8 groups for CBI.

Enrollments and rates are shown below. Funding flow through first 90 days is shown based on what may happen during the course of a program. The total value of the contract is \$299,157.19 based on this program’s curriculums, rates, and capacity to treat.

| Services | Enrollments | Rates |
|-------------|-------------|----------|
| CBI | 106 | \$47.00 |
| CBI Booster | 25 | \$20.00 |
| ROP | 53 | \$44.00 |
| ROP AC | 59 | \$50.00 |
| IOP | 53 | \$120.00 |
| IOP AC | 59 | \$50.00 |

Award Calculation

| | Enrollment | Sessions | Rates | Percent | Value |
|-------------|------------|----------|----------|---------|--------------------|
| CBI | 15 | 24 | \$47.00 | 50% | \$8,460.00 |
| CBI Booster | 8 | 6 | \$20.00 | 50% | \$480.00 |
| ROP | 15 | 24 | \$44.00 | 15% | \$2,376.00 |
| ROP AC | 12 | 6 | \$50.00 | 15% | \$540.00 |
| IOP | 12 | 8 | \$120.00 | 15% | \$1,728.00 |
| IOP AC | 5 | 2 | \$50.00 | 15% | \$75.00 |
| | | | | | \$13,659.00 |

| | |
|--|-------------------|
| Support Milestones (\$7,155.75*20%) | \$1,431.15 |
| CBI Groups Bid | 8 |
| Range | 4 |
| Percent Demand Bid | 100% |
| Base Award | \$9,054.09 |

1st 30 Days

Vendor is referred 30 for CBI; 6 of which also need ROP, 2 for CBI Booster from CRV, and 1 for ROP Aftercare from DART Center. Total eligible for supportive service incentives 33.

| Number | Cost | Value Rate | Type | Value | Description |
|--------|------------|------------|---------|-------------------|----------------------------|
| 1 | \$754.51 | 100% | Award | \$2,263.53 | Base Award Distributed |
| 30 | \$47.00 | 30% | Core | \$141.00 | CBI Intake |
| 6 | \$44.00 | 30% | Core | \$26.40 | ROP Intake |
| 2 | \$20.00 | 30% | Core | \$4.00 | CBI Boost Intake |
| 1 | \$50.00 | 30% | Core | \$5.00 | ROPAC Intake |
| 30 | \$47.00 | 40% | Core | \$188.00 | CBI Engagement |
| 6 | \$44.00 | 40% | Core | \$35.20 | ROP Engagement |
| 2 | \$20.00 | 40% | Core | \$5.33 | CBI Booster Engagement |
| 1 | \$50.00 | 40% | Core | \$6.66 | ROP Engagement |
| 30 | \$47.00 | 200% | Core | \$940.00 | CBI 30 Day Milestone |
| 6 | \$44.00 | 200% | Core | \$176.00 | ROP 30 Day Milestone |
| 2 | \$20.00 | 200% | Core | \$26.67 | CBI Boost 30 Day Milestone |
| 1 | \$50.00 | 200% | Core | \$33.33 | ROP AC 30 Day Milestone |
| 24 | \$47.00 | 10% | Service | \$37.60 | Education Services |
| 27 | \$47.00 | 50% | Service | \$211.50 | Employment Services |
| 33 | \$47.00 | 30% | Service | \$155.10 | Health/Nutrition |
| 12 | \$47.00 | 50% | Service | \$94.00 | Child Care Services |
| 1 | \$7,231.78 | 15% | Fee | \$1084.77 | Admin Fee 15% |
| | | | | \$5,434.09 | |

Days 31-60

Vendor loses 1 offender from CBI; no attrition from other services. One new CBI referral received. Vendor refers new offender to education services, and employment services. Vendor identifies 10 offenders who need parenting classes. Vendor enrolls 15 in family counseling. New offender is enrolled in health/nutrition.

| Number | Cost | Value Rate | Type | Value | Description |
|--------|------------|------------|---------|-------------------|----------------------------|
| 1 | \$47.00 | 30% | Core | \$4.70 | CBI Intake |
| 1 | \$47.00 | 40% | Core | \$6.26 | CBI Engagement |
| 1 | \$47.00 | 200% | Core | \$31.33 | CBI 30 Day Milestone |
| 29 | \$47.00 | 275% | Core | \$1,249.42 | CBI 60 Day Milestone |
| 6 | \$44.00 | 275% | Core | \$242.00 | ROP 60 Day Milestone |
| 1 | \$120.00 | 275% | Core | \$110.00 | IOP 60 Day Milestone |
| 2 | \$20.00 | 275% | Core | \$36.67 | CBI Boost 60 Day Milestone |
| 1 | \$50.00 | 275% | Core | \$45.83 | ROP AC 60 Day Milestone |
| 1 | \$50.00 | 275% | Core | 45.83 | IOP AC 60 Day Milestone |
| 1 | \$47.00 | 10% | Service | \$1.57 | Education Services |
| 1 | \$47.00 | 50% | Service | \$7.83 | Employment Services |
| 1 | \$47.00 | 30% | Service | \$4.70 | Health/Nutrition |
| 10 | \$47.00 | 25% | Service | \$39.16 | Parenting Classes |
| 15 | \$47.00 | 10% | Service | \$23.50 | Family Counseling |
| 1 | \$4,554.75 | 15% | Fee | \$683.21 | Admin Fee 15% |
| | | | | \$2,486.18 | |

Days 61-90

Vendor experience 10% attrition (3 offenders) from CBI; one (1) ROP is reassessed for residential Placement (i.e., referred for higher level of care); no attrition from Aftercare. Three new CBI referrals received. Vendor refers new offenders to employment services, health / nutrition. Two offenders are referred for education services. One offender is referred for child care services and parenting classes. Ten offenders are referred to Family Counseling.

80% of initial cohort of offenders complete CBI program (24); 5 complete ROP; 2 complete CBI Booster.

| Number | Cost | Value Rate | Type | Value | Description |
|--------|-------------|------------|---------|-------------------|-------------------------------|
| 3 | \$47.00 | 30% | Core | \$ 14.10 | CBI Intake |
| 3 | \$47.00 | 40% | Core | \$ 18.80 | CBI Engagement |
| 3 | \$47.00 | 200% | Core | \$ 176.25 | CBI 30 Day Milestone |
| 1 | \$47.00 | 275% | Core | \$ 94.00 | CBI 60 Day Milestone |
| 26 | \$47.00 | 325% | Core | \$ 1,323.83 | CBI 90 Day Milestone |
| 5 | \$44.00 | 325% | Core | \$ 238.33 | ROP 90 Day Milestone |
| 1 | \$120.00 | 325% | Core | \$ 130.00 | IOP 90 Day Milestone |
| 2 | \$20.00 | 325% | Core | \$ 43.33 | CBI Boost 90 Day Milestone |
| 1 | \$50.00 | 325% | Core | \$ 54.16 | ROP AC 90 Day Milestone |
| 24 | \$47.00 | 525% | Core | \$ 1,974.00 | CBI Completion |
| 5 | \$44.00 | 525% | Core | \$ 385.00 | ROP Completion |
| 1 | \$120.00 | 525% | Core | \$ 360.00 | IOP Completion |
| 1 | \$44.00 | 100% | Core | \$ 210.00 | Referred Higher Level of Care |
| 2 | \$20.00 | 525% | Core | \$ 70.00 | CBI Boost Completion |
| 2 | \$47.00 | 10% | Service | \$ 3.13 | Education Services |
| 3 | \$47.00 | 40% | Service | \$ 18.80 | Employment Services |
| 3 | \$47.00 | 25% | Service | \$ 11.75 | Health/Nutrition |
| 1 | \$47.00 | 50% | Service | \$ 7.83 | Child Care Services |
| 1 | \$47.00 | 25% | Service | \$ 3.91 | Parenting Classes |
| 10 | \$47.00 | 10% | Service | \$ 15.66 | Family Counseling |
| 1 | \$ 9,712.75 | 15% | Fee | \$ 1,456.91 | Admin Fee 15% |
| | | | | \$6,609.79 | |

Key Points

This Vendor had invoices of \$5,434.09; \$2,486.18; and \$6,609.79 during the first 90 days of operation for a total of **\$14,530.06** over the first three-month period.

Due to the incentive structure, each new "cycle" coincides with a dip in payment during that 30-day period because higher values are placed on retaining and completing offenders not just enrolling and engaging offenders.

Over time, the dips will regress if you run an open-ended program and are able to replace offenders who do not complete. Because you will have offenders completing higher value milestones throughout the year, your payments will become larger and more consistent.

The base award amount is intended to help you offset the initial start-up costs and inconsistency in payments.

We know our assumption that 100% will complete is unlikely to occur, so we will be flexible in allowing enrollments above the requested amount. However, it is also expected that these incentives will assist you in maintaining above specified (65%) completion rates.

If attrition rates are high and you request a steady flow of referrals your payments will be lower due to the payout structure and it will signal a need for review of operations. See RRS RFP Section 5.2 Quality Assurance and Outcomes for more information.

This example shall not be taken to represent a DAC preferred working model or cost structure. It is intended as a tool to help you understand the new payment model and provide you with a planning tool to customize to your operations and experience.