

RFP for Certified Peer Support Specialist (CPSS) for Treatment Courts

Buncombe County

Background

Buncombe County seeks proposals from community-based agencies to provide a Certified Peer Support Specialist (CPSS) to support the three Buncombe County Treatment Courts and their participants.

Treatment courts are a recovery-based intervention aimed to assist people living with substance use and mental health disorders out of the criminal justice system and into lives of wellness and stability. Buncombe County has three treatment courts coordinated by the County:

- **Adult Drug Treatment Court:** A voluntary criminal court program that seeks to reduce recidivism, while providing guidance, treatment, and discipline to individuals seeking recovery from drugs and alcohol. The Adult Drug Treatment Court Team, currently comprised of probation, law enforcement, treatment providers, and court officials, offers individuals the tools necessary to help maintain sobriety for years after program completion.
- **DWI/Sobriety Treatment Court:** A voluntary treatment court for high risk, high need, and repeat DWI offenders. Through collaborations between the criminal justice system and local treatment agencies, individuals are able to remain in the community under supervision and attend substance use treatment. The goal of the program is to reduce recidivism of DWI offenders by addressing their substance use disorders.
- **Veterans Treatment Court:** A voluntary court that provides a means to divert eligible veteran participants from the traditional criminal justice system and provide them support and rehabilitation through comprehensive substance abuse and/or mental health treatment, education, vocational programs, and community resource referrals for housing, childcare, and transportation, all while being judicially monitored. The target population includes military veterans who have been charged with felony or misdemeanor criminal offense(s) and who are identified with substance dependency and/or serious mental health issues.

Buncombe County was awarded a federal grant via the Bureau of Justice Assistance (BJA) to fund a full-time Certified Peer Support Specialist to work with and support participants in all

three treatment courts in an effort to increase community-based support and positive outcomes of treatment court participants. Funding for this position will be available via BJA funds from October 1, 2022, through September 30, 2026.

SCOPE OF WORK

Tasks

- Attend and participate in staffing/court sessions for all courts
- Serve as the liaison for the recovery community during court staffing meetings
- Provide transportation for participants when appropriate (i.e., court, treatment, medical appointments, etc.)
- Assist coordinators with referrals/access to resources
- Provide peer support in individual and group settings
- Assist participants with employment and basic needs applications

Competencies

- Ability to work independently
- Establish and maintain professional and personal boundaries
- Possess organizational skills
- Communicate effectively both orally and in writing
- Sufficient knowledge of resources/services available in the community

Certifications/Licensures

- North Carolina Certified Peer Support Specialist (NCCPSS) certification
- Valid driver's license

TIMELINE

- December 1, 2022 – Request for Proposal Open
- December 8, 2022, 5:00PM – Questions Due
- December 15, 2022 – Response to Questions from County
- January 3, 2023 at 3:00PM – Request for Proposal Due
- January 18, 2023 – Announcement of Award
- February 1, 2023 – Begin Service

QUESTIONS

Upon review of the RFP(Request for Proposals) 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 above due date of 12/08/22, 5:00pm ET.

Written questions shall be emailed to *Ron.Venturella@buncombecounty.org* by the date and time specified above. Vendors should enter "RFP Certified Peer Support Specialist Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County's response, and any additional terms deemed necessary by the County will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any Buncombe County personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding.

APPLICATIONS

Proposals must be submitted online no later than 3:00PM on January 3rd, 2023 in order to be considered. The online application can be accessed at this link:
www.buncombecounty.org/apply

Application

Organization Name*

Name of Organization.

Character Limit: 250

Agency Overview*

Provide a brief description of your agency and its role in the community.

Character Limit: 3000

Approach*

Describe your proposed structure for delivering the services, including how the program will be incorporated into your overall agency.

Character Limit: 3000

Staffing Qualifications*

List position that will be engaged in the delivery of services under this proposal and describe the professional qualifications of the position.

Character Limit: 3000

Experience working with justice involved individuals*

Describe your record of accomplishment for providing similar services or when working with a similar population.

Character Limit: 3000

Agency services*

What services does your agency currently provide that could be leveraged in support of this program?

Character Limit: 3000

Partnerships*

Describe existing partnerships your organization has in this community and how your organization will leverage those partnerships to meet the needs of this population. Include both formal and informal partnerships and explain the structure.

Character Limit: 3000

Data and Evaluation*

Describe the data collection and quality assurance measures you will use to assure ongoing, effective tracking of contract requirements and outcomes. Also explain how performance indicators will impact program practices and decision-making.

Character Limit: 3000

Budget*

Provide a detailed budget including the costs of delivering the required services. Include a narrative description of the budget.

Character Limit: 3000 | File Size Limit: 5 MB

Equity*

Describe how services will intentionally incorporate equity, inclusion, and diversity into its policies, procedure, and practices. Specifically, discuss recruitment and retention efforts for employees that reflect a diverse workforce and reflective of the clients served. Outline how services will be accessible to all regardless of gender, race, ethnicity, etc. to include diversity throughout the program completion process.

Character Limit: 3000

Special Considerations

Provide any other information that might assist the County in selecting a provider for this new program.

Character Limit: 3000 | File Size Limit: 10 MB

General Terms and Conditions

- 1. READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
- 2. LATE PROPOSALS:** Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
- 3. ACCEPTANCE AND REJECTION:** Buncombe County reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
- 4. INFORMATION AND DESCRIPTIVE LITERATURE:** If required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
- 5. SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses meet the following:
 - All copies of the proposal are printed double sided.
 - All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%
 - Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable

- Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility

6. HISTORICALLY UNDERUTILIZED BUSINESSES: Buncombe County is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the County encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on County contracts.

7. INELIGIBLE VENDORS: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Buncombe County by any company identified in a) or b) above shall be void *ab initio*.

8. CONFIDENTIAL INFORMATION: To the extent permitted by applicable statutes and rules, the County will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the County will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

9. MISCELLANEOUS: Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

10. INFORMAL COMMENTS: Buncombe County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in writing in this RFP and in formal Addenda issued through IPS.

11. COST FOR PROPOSAL PREPARATION: Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; Buncombe County will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.

12. AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.

13. SITUS AND GOVERNING LAWS: This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

14. PAYMENT TERMS: If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.

15. NON-DISCRIMINATION: The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.

16. ADVERTISING: Vendor agrees not to use the existence of The Contract or the name of Buncombe County as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the County is willing to act as a reference by providing factual information directly to other prospective customers.

17. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.

Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 each occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.

Workers Compensation coverage at the statutory limits in compliance with applicable State and Federal laws. Supplier shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability coverage with minimum limits of \$500,000 each accident and \$500,000 each employee disease.

Vendor shall agree these General Conditions constitute an insured contract and shall name Buncombe County as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Vendor shall furnish the County with certificates of insurance evidencing the above coverages and amounts on an approved form. Vendor hereby grants the County a waiver of any right of subrogation which any insurer of said Vendor may acquire against the County by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County and delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the County. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Supplier's liability and obligations. Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity

18. GENERAL INDEMNITY: The Vendor shall hold and save Buncombe County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the County has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of Vendor deliverables or Services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.

19. CONFLICT OF INTEREST: Per N.C. General Statute 14-234, no public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract.

The statute defines "public officer" as an individual who is elected or appointed to serve or

represent a public agency, other than an employee or independent contractor of a public agency.

A public officer or employee is involved in administering a contract if he or she oversees the performance of the contract or has authority to make decisions regarding the contract or to interpret the contract; or if he or she participates in the development of specifications or terms or in the preparation or award of the contract. A public officer is also involved in making a contract if the board, commission, or other body of which he or she is a member takes action on the contract, whether or not the public officer actually participates in that action, unless the contract is approved under an exception to this section under which the public officer is allowed to benefit and is prohibited from voting.

There is a conflict of interest when a public officer or employee derives a direct benefit from a contract if the person or his or her spouse: (i) has more than a ten percent (10%) ownership or other interest in an entity that is a party to the contract; (ii) derives any income or commission directly from the contract; or (iii) acquires property under the contract.

20. CONFIDENTIALITY: Any County information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by Buncombe County.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

22. ENTIRE AGREEMENT: This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

23. AMENDMENTS: This Contract may be amended only by a written amendment duly executed by the County and the Vendor.

24. NO WAIVER: Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise

available to the County under applicable law. The waiver by the County of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

25. FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

26. SOVEREIGN IMMUNITY: Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or state or federal constitutional provision or principle that otherwise would be available to the County under applicable law.