



**REQUEST FOR PROPOSAL**

<b>SERVICE ARRAY:</b>	<b>Seeking Safety/Individual Group Outpatient Therapy</b>
<b>POPULATION GROUP:</b>	<b>Indigent Adult Consumers</b>

**SCHEDULE OF EVENTS**

<b>ACTION</b>	<b>DEADLINE</b>
<b>Requests for Proposals Issued – (email/internet)</b>	<b>January 9, 2010</b>
<b>Legal Notice Published</b>	<b>January 9, 2010</b>
<b>Pre-bid Conference at 501 Willard St.</b>	<b>January 14, 2010</b>
<b>Final Deadline for Receipt of Written Inquiries</b>	<b>January 19, 2010</b>
<b>Answers to Written Inquiries</b>	<b>January 22, 2010</b>
<b>Final Deadline for Receipt of Proposals</b>	<b>January 29, 2010</b>
<b>Evaluation</b>	<b>February 1-3, 2010</b>
<b>Award Notification to all Bidders</b>	<b>February 5, 2010</b>
<b>Effective Date for Master Service Agreement &amp; Implementation</b>	<b>February 8, 2010</b>

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## I. OVERVIEW

This document is a Request for Proposals (RFP) issued by The Durham Center to organizations qualified and having expressed an interest in providing the **Seeking Safety Curriculum** services for The Durham Center's *indigent* Adult consumers.

### A. INTRODUCTION

The Durham Center is the Local Management Entity (LME) for Durham County under a Performance Agreement with the North Carolina Division of Mental Health, Developmental Disabilities and Substance Abuse Services. The Durham Center LME serves as a manager of public policy and resources serving Durham County and as a coordinator for specialty services and supports for Medicaid enrollees and priority populations as defined in the North Carolina State Plan.

Durham County's total catchment population is approximately 250,000. The Durham Center LME manages behavioral health care for an active caseload of approximately 5,000 consumers who have serious mental illnesses, severe emotional disturbances, substance abuse disorders and developmental disabilities. A full array of behavioral health care and related medical services will be provided through the Durham Center LME Qualified Provider Community (QPC).

The Durham Center LME administrative services are organized to focus on three primary stakeholders: consumers, providers and the community. The administrative structure includes Customer Services, Finance, Utilization Management, Quality Management, Care Management and Contract Management/Provider Relations.

### B. VISION

We are a community with energy and momentum that embraces people with disabilities as equal partners and valued citizens. When citizens with disabilities reach their full potential, the entire community benefits.

### C. MISSION

We pursue a community effort dedicated to supporting the lives of citizens affected by mental illness, developmental disabilities, and substance abuse by assuring a collaborative, accessible, responsive and efficient system of services and supports.

### D. VALUES

- We value finding ways to nurture our community's strengths to accomplish what none of us can do alone.
- We value the involvement of stakeholders for the advancement of all citizens in our diverse community.
- We value partnerships with community agencies that ensure best practices are applied through person centered planning.
- We value community resources that offer durable ways to support people with disabilities.

- We value community partners that leverage dollars and develop in kind partnerships to respond to the MH/DD/SA needs of all citizens.
- We value advocacy efforts that challenge the service delivery system to improve continuously.
- We value accountability of all parties in the MH/DD/SAS system.
- We value exemplary practices that lead to meaningful outcomes and are cost effective.
- We value high consumer and family satisfaction.
- We value collaboration with our community partners and stakeholders.
- We value building community capacity that includes the identification of existing community resources and gaps.
- We value services and supports that are consumer and family friendly, age appropriate, and culturally competent.
- We value the flexibility of the MH/DD/SA services system to provide services and supports when needed, at the level needed, and in the amount necessary, so that people may enter and exit components of the system as their needs change without fear of re-entry complications.
- We value ongoing community education that helps eliminate stigma and discrimination.

#### **E. THE DURHAM CENTER SYSTEM OF CARE PHILOSOPHY**

The Durham Center is committed to facilitating the development and implementation of a comprehensive home and community-based System of Care (SOC) in Durham County and will utilize SOC as the foundation for its service development and delivery for all the individuals and families it serves. System of Care is a nationally recognized Best-Practice framework that organizes public and private community services and resources into a comprehensive and interconnected network to assure that individuals and families with complex needs have access to the services and supports they need to be successful at home, in school, at work, and in the community.

#### **Belief Statement:**

Each individual and family has dignity and worth, is resilient, and can contribute to their community. Individuals and families should be afforded the opportunity for self-determination and choice, have their legal and human rights protected, and live in their community of choice.

#### **Core Values:**

- Services and supports provided for individuals and families should promote the inherent value of each individual and provide opportunity to grow and develop to his or her fullest potential;
- Services and supports provided for individuals and families should be person centered and family focused, with the needs of the individual and/or family dictating the types and mix of services and supports provided;
- Services and supports should be neighborhood and community based, with the community determining local service needs and how these services are delivered;

- Agencies, programs, and services should be responsive to the cultural, linguistic, racial, and ethnic strengths and differences of the individuals and families they serve.

**Guiding Principles:**

**Individuals and families should:**

- Have access to a comprehensive array of services and supports that promote self-determination and choice, advance strengths, and address physical, emotional, social, spiritual, and educational needs
- Have their legal and human rights protected through effective advocacy, promoting individual responsibility and control over their own lives.
- Receive individualized services and supports in accordance with their unique strengths, needs and potentials,
- Receive services and supports within environments of greatest independence that are appropriate and safe;
- Receive services that are seamless, consistent and coordinated across all levels of the service delivery system and that respond to changing needs.
- Be full participants in all aspects of the planning and delivery of services and supports.
- Have the benefit of prevention, early identification and intervention to enhance the likelihood of positive outcomes.
- Receive services without regard to race, religion, national origin, gender and sexual orientation, or physical disability.

**F. PROVIDER COMMUNITY**

The Durham Center’s Qualified Provider Community (QPC) is an organized partnership of community providers whose goal is to provide timely and medically necessary behavioral health, developmental disability and substance abuse services to all people who are referred with services authorized by The Durham Center.

**G. SUMMARY OF SERVICE REQUESTED**

The Durham Center is looking to contract with an agency to provide the Seeking Safety Curriculum to indigent adults through fee for service reimbursement. It is *estimated* that provider will serve up to 50 individuals through the end of June 2010.

Seeking Safety is a present-focused therapy to help people attain safety from trauma/PTSD and substance abuse. It began in 1992, under grant funding from the National Institute on Drug Abuse and was developed by Lisa M. Najavits, PhD at Harvard Medical School/McLean Hospital.

**II. INSTRUCTIONS TO BIDDERS**

**A. GENERAL INSTRUCTIONS**

It is the responsibility of the Bidder to understand all details of the RFP. The Bidder, by submitting a response, indicates a full understanding of all details and specifications of the RFP. Bidders are expected to present narrative statements/summaries in a clear, concise and organized manner for review. Proposals must be typewritten and signed in

ink by the official representative authorized to bind the Bidder to its provisions. The contents of this Request for Proposal (RFP) will become incorporated within an Agreement signed by The Durham Center and the Provider of service.

1. **Who Can Apply**

Eligible Bidder(s) must meet the following requirements:

- Be an organized not for profit, for profit, or government organization;
- Possess appropriate state licensure, accreditation, and credentialing by appropriate State of North Carolina Departments, Divisions, or Boards, as approved by DHHS or have a plan in place to achieve such licensure/accreditation/credentialing before the Agreement is awarded;
- Experience working with the populations described in this RFP;
- Experience working with community agencies, hospitals, other stakeholders and collaboratives;
- Demonstrate a sound financial position based on audited financial statements from the past two years.

2. **Proposal Submission, Inquires, and General Requirements**

**Pre-Bid Conference:** A pre-bid conference will be held on **January 14, 2010**, at **3:00 PM**, at The Durham Center, 501 Willard Street (downstairs conference room). At this conference, prospective Bidders may ask questions about the proposal. Questions and answers will be recorded and made available to all prospective Bidders. Any unanswered questions will be followed with written answers to all prospective Bidders who have submitted a Letter of Intent to bid and posted to The Durham Center website. If possible, potential Bidders are asked to prepare their questions in writing.

**Inquiries:** Inquiries must be received by **January 19, 2010** by **5:00 PM**. Responses will be posted on The Durham Center website. All questions regarding this Request for Proposal must be in writing and directed to:

**The Durham Center**  
**Attention: Jennifer Meade**  
**501 Willard Street**  
**Durham, NC 27701**  
**[jmeade@co.durham.nc.us](mailto:jmeade@co.durham.nc.us)**

3. **Submission Instruction:**

Any proposal not in full compliance with these guidelines may be rejected without additional cause.

- The Bidder must complete an RFP Bidder Cover Sheet and attach to the proposal. Bidders must deliver eight (8) original proposal and all supporting documents in a sealed envelope with return address evident to the following:

**The Durham Center**  
**Attention: Contract Management Unit**  
**501 Willard Street**  
**Durham, NC 27701**

- The following should be noted on the outside of the envelope:  
**CONFIDENTIAL**  
**Response to “Seeking Safety RFP”**  
**RFP MATERIALS (RFP)**  
**DO NOT OPEN UNTIL January 29, 2010**
- Proposals will be accepted until **January 29, 2010 at 5:00 PM** at the above address. Proposal must be received by this date and time in order for the proposal to be considered. Proposals submitted after the deadline will not be considered and will be discarded. All proposals submitted by the deadline will become the property of The Durham Center. Receipt of the proposal by the mail system does not constitute receipt of the proposal by The Durham Center. Proposals will be time stamped and dated by The Durham Center office personnel. Time stamps and dates applied in other offices will not be valid. It is the responsibility of the Bidder to ensure that the proposal arrives at or before the time and date written herein.
- Proposals should be prepared simply and economically, providing a straightforward and concise but complete description of the Bidder’s abilities to meet the requirements of this RFP.
- Proposals must be typewritten on 8.5” X 11” paper in font no smaller than 12 points. Proposals should be printed on only one side of the paper and loosely bound.
- Communication and Conflict of Interest - Any communication regarding this proposal must be directed to **Jennifer Meade** (see above for contact information). Communication with The Durham Center’s staff, Board members, or elected or appointed officials related to this proposal may be cause for rejection of the proposal if such communication tends to compromise the integrity of a fair and competitive proposal process.
- Durham County hereby establishes the following goals for the expenditure of funds with M/WBE's.

<b>PROFESSIONAL SERVICES/GOODS</b>	<b>AFRICAN-AMERICANS</b>	<b>ASIAN-AMERICANS</b>	<b>HISPANIC AMERICANS</b>	<b>NATIVE AMERICANS</b>	<b>WOMEN-OWNED</b>
PURCHASING	6.27%	N/A	N/A	N/A	N/A
OTHER PROFESSIONAL	13.00%	N/A	N/A	N/A	N/A

Each Bidder shall make good faith efforts to subcontract the established percentage stated with small business firms, owned and controlled by M/WBEs. The Bidders are required to submit information about participating M/WBEs with their Bid on the enclosed forms Affidavits A through D and Appendix E. The information shall include the name and address of each M/WBE, a description of the work to be performed by each, and the dollar value of the work to be performed by each. Any Bidder who fails to achieve the indicated M/WBE participation goal stated above is required to provide documentation demonstrating that good faith efforts were made in an attempt to meet the established goal. Any Bid that does not include M/WBE information and documentation may be considered non-responsive. A complete copy

of the County's Minority and Women Business Enterprise ordinance may be obtained by contacting the Purchasing Division at 919-560-0051.

A M/WBE is a business that is at least 51% owned and controlled by minority group members or women. A M/WBE is bona fide only if the minority group or female ownership interests are real and continuing and not created solely to meet the M/WBE requirement. In addition, the M/WBE shall itself perform satisfactory work or service or provide supplies under the contract and not act as a conduit. The contractual relationship shall be bona fide owned and controlled as: (1) a sole proprietorship legitimately owned by an individual who is a minority group member or female; (2) a partnership or joint venture controlled by minorities and/or females;; (3) a corporation or other entities controlled by minorities or females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities and/or females. These persons shall control the management and operations of the business on a day-to-day basis:

A person who is a citizen or lawful permanent resident of the United States and who is:

a "Black American"; a person having origins in any of the black racial groups of Africa;

an "Hispanic American"; a person of Spanish culture with origins in Mexico, Central or South America, or the Caribbean, regardless of race;

a "Native American Indian tribe"; a federally recognized Indian tribe means an Indian tribe, or band, nation, racheria, pueblo, colony, or other organized group or community, including any Alaska native village, which is recognized by the Secretary of the Interior on October 1, 1985 as having special rights and is recognized as eligible for service provided by the United States to Indians because of their status as Indians, a tribe that has a pending application for Federal recognition on October 1, 1985.

***The Durham Center reserves the right to reject any and/or all bids, waive informalities, and/or accept such bid as appears in its judgment to be in the best interest of the County.***

## **B. SUBMISSION OF QUESTIONS**

Questions regarding this RFP must be presented in writing in order to be answered. Bidders may submit written questions to the RFP contact person, **Jennifer Meade**, at 501 Willard Street, Durham, NC, 27701, or **jmeade@co.durham.nc.us**. The deadline for submission of written questions is **January 19, 2010 at 5:00 PM**. Responses to all written questions received by the deadline will be posted to The Durham Center website (<http://www.durhamcenter.org>) by **5:00 PM, January 22, 2010**.

## **C. CHANGES BY THE DURHAM CENTER**

Any change to this RFP subsequent to its release will be confirmed in writing by The Durham Center and posted to its website. The Durham Center reserves the right to accept or reject any/all bid proposals received pursuant to this RFP, in whole or in part; and/or to

waive any/all irregularities therein; and/or to delete/reduce the units of service; and/or to negotiate proposal terms in any way whatsoever to obtain a proposal as deemed in its best interest. The Durham Center reserves the right to interview any and all Bidders at its discretion. The Durham Center reserves the right to re-solicit/re-advertise as deemed necessary.

**D. CHANGES BY BIDDERS**

Bidders may change or withdraw proposals through written notification to 501 Willard Street, Durham, NC, 27701. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope that is plainly marked “Modifications of Proposal for **“Seeking Safety RFP”**”. A return address must be evident. Any such notification must be received by **January 29, 2010 at 5:00 PM.**

**E. COST LIABILITY**

The Durham Center assumes no responsibility or liability for costs by the Bidder, or any Bidder prior to the execution of an Agreement between the organization and The Durham Center.

**F. OTHER MATERIALS**

Bidders may attach other materials believed to be relevant to illustrating the Bidder’s ability to successfully carry out these services.

**G. AWARD OF CONTRACT**

It is the intent of The Durham Center to enter into an Agreement with a provider that possesses the capacity, infrastructure and organizational competence to perform the functions required under this proposal, and has the ability to maximize delivery of services through efficient administration.

Bidders who are awarded an Agreement shall not have the right to assign or delegate any of their duties or obligations under the Agreement to any other party without written permission of The Durham Center.

**H. DISCLOSURE**

All information in a Bidder’s proposal is subject under the provisions of the Freedom of Information Act. Bidders who claim a statutory exception to the Freedom of Information Act must place all confidential documents in a sealed envelope clearly marked “CONFIDENTIAL”, and must indicate that confidential materials are included and which statutory provision of confidentiality applies. The Durham Center reserves the right to make final determinations regarding confidentiality.

**I. RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)**

The relationship between The Durham Center and any Bidders successful in obtaining an Agreement is that of client and independent contractor. No agent, employee, or servant of the contractor shall be deemed to be an employee, agent, or servant of The Durham Center for any reason. The Provider will be solely and entirely responsible for its acts and

the acts of its agents, employees, and servants during the performance of an Agreement resulting from this RFP.

#### **J. NO WAIVER OF DEFAULT**

The failure of The Durham Center to insist upon strict adherence to any term of an Agreement resulting from this RFP shall not be considered a waiver or deprive The Durham Center of the right thereafter to insist upon strict adherence to that term, or any other term, of the Agreement.

#### **K. DISCLAIMER**

All the information contained within this RFP and its attachments reflect the best and most accurate information available to The Durham Center at the time of the RFP preparation. No inaccuracies in such information shall constitute a basis for legal recovery of damages, either real or punitive. If it becomes necessary to revise any part of this RFP, a supplement will be issued and posted on The Durham Center web site, <http://www.durhamcenter.org>.

#### **L. REVIEW PROCESS**

The Durham Center will convene a review panel to evaluate all proposals and develop recommendations for The Durham Center Area Director to present to the Area Board, who will make the award. This review panel will consist of consumers, The Durham Center staff, community stakeholders, and independent consultants at The Durham Center's discretion. Each proposal will be scored according to pre-determined criteria listed in Sections VI and VII of this RFP. Award recommendations will be contingent upon satisfactory negotiations with the intended provider. The Durham Center's Area Director reserves the right to make a recommendation different than the review panel.

#### **M. PROTESTS**

The appeal procedure applies only to those who submit timely written proposals. The appeal must be based on a violation of a statute or of a North Carolina Administrative Code and should be as specific as possible. Any Bidder may file a protest to the Area Board regarding award of the Agreement. The details of the protest must be outlined in writing and addressed to the Area Director of The Durham Center and sent by United States Mail, or by hand-delivery. Protests regarding awards of Agreements that arise in connection with this Request for Proposal shall be served within ten (10) working days of the postmark of the notice of findings and decision sent to the protester. Protests must be based on Area Authority violation or noncompliance with applicable relevant law(s) or regulations(s), which must be cited in writing. A panel, selected by The Durham Center's Chief Executive Officer, will review appeals and a written decision will be presented to the appellant within three (3) working days. A second appeal may be made within five (5) working days from the date of the panel's written response. The Executive Committee of The Durham Center Board will decide the second appeal. The Executive Committee decision will be made within five (5) working days and is the final decision of the award process.

### III. SCOPE OF SERVICES

Seeking Safety is a twenty-five session manualized intervention for individuals with problems associated with trauma/PTSD and substance abuse. The model can be conducted in either group or individual format and is effective with both men and women. Seeking Safety may also be conducted in a variety of settings (outpatient, inpatient, residential) and may be used for both substance abuse and dependence. It has also been used with people who have a trauma history but do not meet criteria for PTSD.

The Seeking Safety curriculum will be conducted by an individual that has been trained in the Seeking Safety material. While Seeking Safety is flexible, it is also highly structured with each session designed to model the good use of time, how to “contain” appropriately, and how to set goals and stick to them.

Seeking Safety consists of 25 topics that can be conducted in any order:

- Introduction
- Case Management
- Safety
- PTSD: Taking Back Your Power
- When Substances Control You
- Honesty
- Asking for Help
- Setting Boundaries in Relationships
- Getting Others to Support Your Recovery
- Healthy Relationships
- Community Resources
- Compassion
- Creating Meaning
- Discovery
- Integrating the Split Self
- Recovery Thinking
- Taking Good Care of Yourself
- Commitment
- Respecting Your Time
- Coping with Triggers
- Self-Nurturing
- Red and Green Flags
- Detaching from Emotional Pain (Grounding)
- Life Choices
- Termination

The key principles of Seeking Safety are:

- **Safety** as the overarching goal (helping clients attain safety in their relationships, thinking, behavior, and emotions)
- **Integrated** treatment (working on both PTSD and substance abuse at the same time)
- **A focus on ideals** to counteract the loss of ideals in both PTSD and substance abuse
- **Four content areas:** cognitive, behavioral, interpersonal, case management
- **Attention to clinician processes** (helping clinicians work on countertransference, self-care, and other issues).

#### **Required Elements of the Program/Service**

- Provider will adhere to the Seeking Safety model and curriculum.
- Provider will have been trained prior to service delivery in the Seeking Safety model (developed by Lisa M. Najavits, PhD) by a recognized trainer of this model. This means:
  - Direct care staff providing the service will be thoroughly trained in the Seeking Safety model
  - Supervisory staff overseeing this service are licensed and have already been trained in the model by a recognized trainer of this practice.
- Staff will receive weekly supervision from a practitioner experienced in Seeking Safety. The supervision should be person-centered and explicitly address the model and its application to specific client situations.
- Experience working within the model is preferred.
- Program design will be based on services being authorized and reimbursed fee-for-service.

#### **Target Population and Eligibility Criteria**

Seeking Safety will serve adults (age 18 and over) who:

- Do not have insurance coverage, AND
- Have a substance abuse/dependence diagnosis and a history of trauma (which may or may not have resulted in PTSD), but may also be provided for individuals

who have a history of trauma with no substance abuse/dependence diagnosis,  
AND

- Are referred via the Durham Assessment Team.

### **Discharge Criteria**

- Participant's level of functioning has improved with respect to the goals outlined in the service plan or participant no longer benefits from this service. Each consumer will discuss this possibility with his/her counselor and evaluate readiness for graduation by comparing progress made to goals set in the treatment plan.
- Participant completes the Seeking Safety Program. Graduates will be referred to and encouraged to continue with other community resources. Provider will be responsible for assisting consumers in identifying and connecting with these resources and coordinating any additional treatment.
- There have been 60 days of uninterrupted time and there is no documented billing for services rendered. The program must submit the LME Consumer Admission & Discharge Form to The Durham Center's Utilization Management unit.

### **Expected Outcomes**

- Provider is expected to be knowledgeable about the outcome expectations of the Seeking Safety curriculum and use it to create their own outcome measurement tool.
- Provider will be expected to report outcome information per The Durham Center request.
- Provider will be expected to develop a service evaluation tool.
- NC-TOPPS is not required for this service.

### **Quality Improvement**

- Contractor will maintain a Quality Improvement Plan **in accordance with 10a NCAC 27g .0201.a-7** and submit an annual Quality Improvement Report once/year according to provided schedule.
- Contractor will be monitored according to the Frequency and Extent of Monitoring tool.
- Following the first three months of service provision, The Durham Center staff will conduct a review to ensure the model fidelity.

### **Utilization Management**

- Authorization by The Durham Center is required.

- Authorization period is six months.

- Service package:

H Codes	Units	CPT	Units
H0004	8	90806	2
H0004Q	80	90053	20

**Billing:**

- All services will be billed thru IPRS per the guidelines set forth in The Durham Center Provider Billing Manual.
- Services are reimbursed fee-for-service.

**Collaboration:**

- It is expected that the Provider adhere to System of Care values and principles in providing a person-centered, strength-based and recovery-focused environment.
- Provider shall participate in monthly meetings to collaborate with The Durham Center and any other identified key partners in implementing service.
- Provider shall be a participating member of Durham System of Carej.
- Provider shall participate in 12 telephone consultation episodes with a Treatment Innovations staff person who will provide assistance in the process of implementing Seeking Safety (e.g. problem solving clinical dilemmas, case consultation, how to assess if the treatment is going well, special topics).

**The Durham Center Shall Provide:**

- The Durham Center staff shall provide technical assistance and targeted funding to assist with implementation. TDC has earmarked funding to support twelve phone consultation services with Treatment Innovations\* staff responsible for assisting selected provider in the development and implementation of the Seeking Safety service.

*\*Lisa Najavits and her associates operate under the organization Treatment Innovations.*

**IV. FINANCING/REIMBURSEMENT OR RATE PROPOSAL**

- All services will be billed thru IPRS per the guidelines set forth in The Durham Center Provider Billing Manual.
- Services are reimbursed fee-for-service.

## V. CONTRACTUAL REQUIREMENTS

- The Bidder(s) awarded an Agreement(s) as a result of this RFP will be required to comply with all standard terms, conditions and contractual requirements of The Durham Center.
- The Bidder(s) must meet the State and The Durham Center's credentialing requirements and maintain sufficient liability insurance as specified in the credentialing requirements.
- The resulting Agreement between The Durham Center and selected Bidder shall constitute the entire understanding between the parties, unless otherwise provided herein, and can only be modified in writing, signed by the Bidder and The Durham Center.
- The Durham Center reserves the right to disqualify any proposals, which take exception to or limit the rights of The Durham Center under this RFP.
- The Durham Center, at its discretion, may amend the RFP at any time prior to the deadline for submission of proposals and terminate this procurement in whole or in part at any time. If The Durham Center decides to amend or clarify any part of this RFP; a written amendment/addendum will be forwarded to all identified prospective Bidders. Acknowledgment of any amendment/addendum received shall be noted on the proposal in the attachment provided (Amendment/Addendum Acknowledgment). In closing of an Agreement, any addendum issued shall become a part thereof.
- The Durham Center has no liability or responsibility for any costs incurred by respondents in preparation of a response to this RFP. All such costs are the sole responsibility of the Bidder.
- The Durham Center reserves the right to award portions of proposals or reject any and all proposals received as a result of this RFP.
- All submissions become the property of The Durham Center and may be returned only at the discretion of The Durham Center. The Durham Center reserves the right to use any or all ideas presented in any reply to the RFP. Selection or rejection of the proposal does not affect this right. After proposals have been selected or rejected, they will be available at The Durham Center as public documents.
- Assignment: The Bidder shall not subcontract or assign any of the services, rights, duties or obligations described herein without the prior written approval from The Durham Center. Any proposed services, which are contemplated as subcontracted services, should be clearly identified as such in the proposal.
- Relationship Among the Parties: Notwithstanding any other provision in the RFP to the contrary, it is expressly understood and agreed that The Durham Center shall not be construed, represented or held to be a partner, associate or joint venture of the Bidder in the performance of the provisions of this RFP. The Bidder and The Durham Center shall at all times have the status of an Independent Contractor and The Durham Center shall have no liability under the theory of respondent superior, agency law, employment law, partnership law or any other third party liability theory.
- The Bidder shall not represent itself to be an agent of the County.

- The General Statutes of the State of North Carolina, insofar as they apply to purchasing and competitive bidding are made a part hereof.
- For all the work being performed under this Agreement, The Durham Center has the right to inspect, examine, and make copies of any and all books, accounts, records and other writing relating to the performance of the work. Audits shall take place at times and locations mutually agreed upon by both parties, although the Bidder shall make the materials to be audited available within one (1) week of the request for them.
- Bidder shall submit data sets as defined by the LME (requirements include data definitions specified by the Division, insurers, and/or other regulatory or accrediting bodies). Data shall be transmitted in a regular, uniform format and manner, according to LME approved procedures and schedules. Electronic transmission of data shall conform to Durham County IT systems and environment requirements.
- During the performance of services the Bidder will not discriminate against any employee or applicant for employment because of race, handicap, age, color, religion, sex, or national origin. The Bidder will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, handicap, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination rates of pay or other forms of compensation, and selection for training including apprenticeship. The Bidder agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the nondiscrimination clause.
- The Bidder shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Bidder is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage; Bidder shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of service.
- The Bidder shall maintain, at its expense, the following minimum insurance coverage:
  - General liability: \$1M/\$1M**
  - Professional Liability Insurance: \$1M/\$3M (Medical Malpractice)**
  - Workers Compensation: NC Statutory Limits**
  - Auto: If Bidder operates a County vehicle or transports County employees or County consumers, they must carry \$100,000 per person/\$300,000 per accident/\$100,000 property damage.**
- The Bidder agrees to furnish The Durham Center proof of compliance with the insurance coverage requirements of this Agreement upon request.
- The Bidder shall furnish a certificate of insurance from an insurance carrier authorized by the North Carolina Department of Insurance. The certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.
- The successful Bidder shall agree to the following indemnification: To the fullest extent permitted by laws and regulations, the Bidder shall indemnify and hold harmless The Durham Center and the County of Durham, and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from Bidder's

performance of this Agreement or any actions of the Bidder, its officials, employees, agents or contractors under this Agreement or under the contracts entered into by the Bidder in connection with this Agreement. This indemnification shall survive the termination of this Agreement.

**Term of Agreement:** An agreement that results from this RFP shall become effective on the date the Agreement is signed by both parties and shall expire on **June 30, 2010**. It is envisioned that this agreement will be renewed on an annual basis on July 1 of the current year for an additional three (3) consecutive one-year periods.

## **VI. BIDDER CRITERIA AND RESPONSE REQUIREMENTS**

Each respondent to this RFP will prepare a proposal that addresses each element of Sections VI A-F below.

### **A. Service Delivery System** *(this list may be modified depending on service array)*

1. Briefly describe Bidder organization's philosophical approach, background, and experience as they relate to the requested services specifically for the Target Population.
2. Please provide a thorough description of the entire process of a typical consumer entering (admission) your program through discharge from the program. Please address the following in your description:
  - a. Referral Process
  - b. Admission process
  - c. Description of services that consumer will receive including typical frequency and duration throughout their treatment
  - d. Describe role, qualifications and credentials of staff throughout treatment
  - e. Supervision of above staff
  - f. Types of assessments tools used throughout treatment (including assessments that fully assess all needs)
  - g. Description of how your agency will work with other agencies to provide any needed/additional treatment that your agency does not provide.
  - h. Description of discharge planning and referral process to lower levels of service
3. Describe your full implementation plan and timeline regarding how your organization would deliver the services specified in this RFP, including start date for delivering services, utilize encumbered start-up funds and continue operation.
4. Indicate the physical location of Bidder's facility and describe how the facility will accommodate individuals with physical handicaps in accordance with the applicable laws such as "The Americans with Disabilities Act." Describe proximity to public transportation.
5. Describe how you would coordinate services with The Durham Center's Provider Community and relevant public agencies (DSS, Court, etc.).
6. Describe your plan to secure staff that reflects the ethnic diversity of Durham County. How would you serve individuals with limited English proficiency?
7. Describe or attach your organization's protocols for delivering each service included in this RFP consistent with evidence-based practice.
8. Provide detailed budget - Describe costs that are to be absorbed by Bidder as in-kind due to efficiencies, decreased costs due to economies of scale, or other non-public funding to off set the cost to the public system. (Attach an itemized monthly budget)

9. Describe how you plan to include the input/feedback from consumers and families into the operation and management of your organization.

**B. Bidder's Internal Policies and Procedures** - The Bidder shall describe policies and/or procedures specific to:

1. Complaints and Grievances (include number received in previous year).
2. Incident Reporting.
3. Admission and Discharge Policy/Procedure

**C. Performance Improvement** - This information should become a component of your overall Quality Improvement Plan.

1. Describe the Bidder-expected outcome and performance indicators, related goals and a plan for measuring and reporting progress towards these outcome and performance goals. Indicators should apply specifically to the proposed services in Durham County.
2. Describe the Bidder-expected outputs and service capacity - the number of clients expected to receive services and the maximum number/capacity that could be served in a year.
3. Describe data collecting and reporting capabilities for both output and outcome measures.

## **VII. PROPOSAL EVALUATION**

An evaluation committee will review all proposals that meet the specifications described in this RFP. The committee will evaluate and make an award recommendation based on the following:

- Overall responsiveness to the RFP.
- The evaluation committee will numerically rate responses to the each item listed Section VI-A, "Service Delivery System."
- Responses to Sections VI. B through E will be evaluated as "acceptable/not acceptable."
- Phone interviews with consumers, employees, and others will be evaluated numerically. (No compromise of clients' rights to confidentiality is to be inferred).

## VIII. RFP BIDDER COVER SHEET

Name of Organization:

Address:

E-mail Address:

Authorized Representative:

Title:

Telephone Number:

Fax Number:

Signature of Authorized Representative: \_\_\_\_\_

Date:

## VIII. REQUIRED ATTACHMENTS

### ATTACHMENT A

#### **Proposal Cover Sheet REQUEST FOR PROPSALS**

**TITLE: Seeking Safety RFP**

ISSUED BY: The Durham Center

ISSUE DATE: January 9, 2010

Send proposals to:

**The Durham Center**

**501 Willard Street**

**Durham, NC, 27701**

**Sealed Proposals** will be received until **5:00 P.M., on January 29, 2010** to provide the services described herein.

All Inquiries Concerning the Scope of Services, Proposal Submission Requirements or Procurement Procedures Should Be Directed To:

**The Durham Center**

**Attention: Contract Management Unit**

**501 Willard Street**

**Durham, NC 27701**

**(919) 560-7100**

Proposals shall be mailed and/or hand delivered to the address shown above, and the envelope shall bear the name and number of this Request for Proposals. It is the sole responsibility of the Bidder to ensure that its proposal reaches The Durham Center by the designated date and hour indicated above.

**In compliance with this Request for Proposals and to all the terms and conditions imposed herein, the undersigned offers and agrees to provide the services described in accordance with the attached signed proposal.**

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Typed)

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

By: \_\_\_\_\_

(Signature in Ink)

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**ATTACHMENT B**

**AMENDMENT/ADDENDUM ACKNOWLEDGMENT**

Receipt of the following Addendum is acknowledged:

Amendment/Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Amendment/Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Amendment/Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Amendment/Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT C  
NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

I \_\_\_\_\_ being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_ ,  
the Bidder that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and  
of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a **collusive** or **sham** proposal;
4. Neither the said Bidder nor any of its officers, partners, owners agents, representatives,  
employees or parties of interest, including this affidavit, has in any way colluded, conspired,  
connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a  
**collusive** or **sham** proposal in connection with the Agreement for which the attached  
proposal has been submitted or to refrain from proposaling in connection with such  
Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or  
communication or conference with any other Bidder, firm or person to fix the price or prices  
in the attached proposal or of any other Bidder, or to fix any overhead, profit or cost element  
of the proposal price of any other Bidder or to secure through collusion, conspiracy,  
connivance or unlawful agreement any advantage against the County of Durham or any  
person interested in the proposed Agreement; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by  
any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any  
of its agents, representatives, owners, employees, or parties in interest, including this  
affidavit.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

Subscribed and sworn before me, (SEAL)  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Title

Notary Public My Commission Expires \_\_\_\_\_

**ATTACHMENT D**

**MINORITY/WOMEN BUSINESS ENTERPRISE DOCUMENTS:  
AFFADAVITS A-D (ATTACH AFFADAVITS TO BID)**

**ATTACH TO BID**

**State of North Carolina AFFIDAVIT A - List of the Good Faith Effort**

**COUNTY OF DURHAM**

Affidavit of \_\_\_\_\_  
(Name of Offeror)

**I have made a good faith effort to comply under the following areas checked:**  
(A minimum of 5 areas must be checked in order to have achieved a "good faith effort")

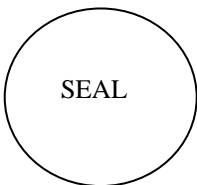
- 1-Contacted minority businesses that reasonably could have expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2-Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3-Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4-Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority business.
- 5-Attended prebid meetings scheduled by the public owner.
- 6-Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7-Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8-Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the Offeror's suppliers in order to help minority businesses in establishing credit.
- 9-Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10-Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cashflow demands.

In accordance with GS 143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

**ATTACH TO BID – IF YOU ARE NOT UTILIZING SUBCONTRACTORS**

**State of North Carolina AFFIDAVIT B - Intent to Perform Contract with Own Workforce**

**COUNTY OF DURHAM**

Affidavit of \_\_\_\_\_  
(Name of Offeror)

I hereby certify that it is our intent to perform 100% of the work required for  
the \_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Offeror states that the Offeror does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

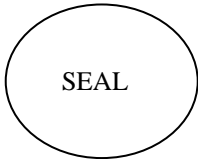
The Offeror agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Offeror to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

**ATTACH TO BID - IF YOU MEET THE M/WBE GOAL**

**State of North Carolina AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms**

**COUNTY OF DURHAM**

Durham County Goals for M/WBE Participation in the Procurement of Goods, Services and Construction

<b>PROFESSIONAL SERVICES/GOODS</b>	<b>AFRICAN-AMERICANS</b>	<b>ASIAN-AMERICANS</b>	<b>HISPANIC AMERICANS</b>	<b>NATIVE AMERICANS</b>	<b>WOMEN-OWNED</b>
CONSTRUCTION	19.46%	N/A	N/A	N/A	N/A
CONSTRUCTION SUBCONTRACT	19.06%	N/A	N/A	N/A	7.17%
ARCHITECTURE/ENGINEERING	N/A	N/A	N/A	N/A	15.32%
HEALTH/SOCIAL SERVICES	N/A	N/A	N/A	N/A	N/A
PURCHASING	6.27%	N/A	N/A	N/A	N/A
OTHER PROFESSIONAL	13.00%	N/A	N/A	N/A	N/A

Affidavit of \_\_\_\_\_ I do hereby certify that on the \_\_\_\_\_  
 (Name of Bidder)

Project ID No. \_\_\_\_\_ (Project Name) Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Name and Phone Number	*Minority Category	Work Description	Dollar Value	Percentage of Goal

**\*Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (I), Female (**F**)

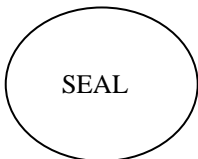
Pursuant to GS 143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Notary Public \_\_\_\_\_  
 My commission expires \_\_\_\_\_

**ATTACH TO BID - IF YOU DO NOT MEET THE M/WBE GOAL**

**State of North Carolina AFFIDAVIT D - Good Faith Efforts**

**COUNTY OF DURHAM**

Durham County Goals for M/WBE Participation in the Procurement of goods, Services, and Construction

<b>PROFESSIONAL SERVICES/GOODS</b>	<b>AFRICAN-AMERICANS</b>	<b>ASIAN-AMERICANS</b>	<b>HISPANIC AMERICANS</b>	<b>NATIVE AMERICANS</b>	<b>WOMEN-OWNED</b>
CONSTRUCTION	19.46%	N/A	N/A	N/A	N/A
CONSTRUCTION SUBCONTRACT	19.06%	N/A	N/A	N/A	7.17%
ARCHITECTURE/ENGINEERING	N/A	N/A	N/A	N/A	15.32%
HEALTH/SOCIAL SERVICES	N/A	N/A	N/A	N/A	N/A
PURCHASING	6.27%	N/A	N/A	N/A	N/A
OTHER PROFESSIONAL	13.00%	N/A	N/A	N/A	N/A

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.

I will expend a minimum of \_\_\_\_% of the total dollar amount of the contract with minority businesses enterprises. Work will be subcontracted to the following firms listed below. Attach additional sheets if needed.

Name and Phone Number	*Minority Category	Work description	Dollar Value	Percentage of Goal

**\*Minority categories:** Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**)

Documentation of the Bidder's good faith efforts to meet the goals set forth in the provisions. Examples of documentation include, but are not limited to, the following evidence.

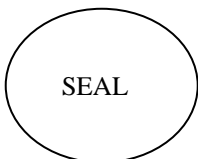
- A. Copies of solicitation for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-Bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need to equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive Bidder.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Notary Public  
 My commission expires \_\_\_\_\_

**APPENDIX E**

**MWBE DOCUMENTATION FOR CONTRACT PAYMENTS**

Prime Contractor/Architect: \_\_\_\_\_

Address & Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Pay Application #: \_\_\_\_\_ Period: \_\_\_\_\_

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	*Minority Category	Payment Amount	Owner Use Only

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**)  
American Indian (I), Female (**F**)

Date: \_\_\_\_\_ Approved/Certified By: \_\_\_\_\_

Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**\*THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT\***

**ATTACHMENT E**  
**COUNTY OF DURHAM**  
**REQUIREMENTS FOR CERTIFICATE OF INSURANCE**

VENDOR - IMPORTANT - Work will not be permitted until the County of Durham receives an acceptable Certificate of Insurance. Give this information to your insurance agent/broker.

THE PROVIDER, AT ITS SOLE EXPENSE, SHALL PROVIDE AN ORIGINAL SIGNED CERTIFICATE OF INSURANCE.

1. WORKERS' COMPENSATION - STATUTORY LIMITS - EMPLOYERS' LIABILITY - \$1,000,000.
2. COVERAGE SHALL BE PROVIDED UNDER A COMPREHENSIVE GENERAL LIABILITY OR COMMERCIALGENERAL LIABILITY AND AUTOMOBILE LIABILITY FORM OF INSURANCE, SUCH AS IS USUAL TO THE PRACTICE OF THE INSURANCE INDUSTRY, INCLUDING (BUT NOT LIMITED TO) ALL THE USUAL COVERAGE REFERRED TO AS:
  - ❖ Comprehensive/Commercial Form;
  - ❖ Premises/Operations Liability (M&C);
  - ❖ Underground Explosion & Collapse Hazard;
  - ❖ Products/Completed Operations;
  - ❖ Blanket Contractual;
  - ❖ Broad Form Property Damage;
  - ❖ Personal Injury;
  - ❖ Automobile Liability, Including Coverage for owned, non-owned, leased or hired vehicles, and
  - ❖ Garage/Garage keepers, Bailees, or Ship keepers Liability, if applicable.
3. MINIMUM LIMITS OF PROTECTION MUST BE:
  - \$1,000,000 per occurrence /\$3,000,000 aggregate --- Bodily Injury Liability, and
  - \$ 100,000 --- Property Damage Liability, OR
  - \$1,000,000 per occurrence /\$3,000,000 aggregate ---Combined Single Limit Bodily Injury and Property Damage,
  - AND
  - \$2,000,000 per occurrence / \$5,000,000 aggregate --- Medical Malpractice
4. POLICY PERIOD MUST COVER THE TERM OF CONTRACT
5. THE COUNTY OF DURHAM SHALL BE GIVEN NOT LESS THAN 30 DAYS NOTICE OF ANY CHANGE, CANCELLATION, EXPIRATION, OR RENEWAL OF THE POLICY.
6. a) copy of the fully completed Endorsement must be provided. The Endorsement must name the County of Durham as an Additional insured, identify the policy number and be signed by an authorized representative. The Certificate of Insurance and Endorsement must be submitted as one document. To expedite approval, a Binder (ACORD #75) for the Endorsement will be accepted for 90 days until the actual policy is issued.  
--or--  
b) The broker/agent submits a certified copy of the insurance policy, which includes the County of Durham as an additional insured.

**Send your Certificate of Insurance with endorsement to:**

Purchasing Manager, Durham County Purchasing Department, 200 East Main Street, 4<sup>th</sup> Floor, Durham, NC 27701

## **ATTACHMENT F**

### **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the Provider agrees as follows:

- A. The Provider will not discriminate against any employee or applicant for employment because of race, handicap, age, color, religion, sex, or national origin. The Provider will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, handicap, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination rates of pay or other forms of compensation, and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the nondiscrimination clause.
- B. The Provider will in all solicitations or advertisements for employees placed by or on behalf of the Provider state that all qualified applicants will receive consideration for employment without regard to race, handicap, age, color, religion, sex, or national origin.
- C. The Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the labor union or workers' representative of the Provider's commitments under the Equal Employment Opportunity section of this contract and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In the event of the Provider's noncompliance with nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Provider may be declared ineligible for further County contracts.
- E. The Provider will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Board of County Commissioners of the County of Durham, North Carolina so that such provisions will be binding such subcontractor or Contractor.