



Request for Proposal 2010-5
Michigan Prisoner ReEntry Initiative
Mentoring Pilot

Proposal Submission Deadline: June 21, 2010, 4:00 p.m.

Prepared by
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Kalamazoo – St. Joseph Prisoner Reentry Initiative

Request for Proposal (RFP) 2010-5

Mentoring Pilot

The full content of these Request for Proposal Instructions, inclusive of references, attachments, and forms, carries equal weight and should be considered as such by the agency or organization preparing a response to this solicitation. These instructions provide information on the background, context and requirements of MPRI activities, the MPRI System, and the intentions of the local program. Nevertheless, these instructions are not intended to be all-inclusive with respect to program requirements for each of the programs described.

This Request for Proposal is presented in several sections beginning with general information, then response instructions, and finally specific forms that are required to be completed. Additionally, references and/or resources that need to be consulted in order to prepare a response to this solicitation are included with these instructions.

REFERENCES and FORMS

The following references are provided for information only. Electronic versions of the following references and forms are included with these RFP Instructions.

REFERENCES

| | |
|-------------|---------------------------------------------------------|
| Reference A | MPRI Model |
| Reference B | State Organizational Strategy for Implementation |
| Reference C | Local Organizational Structure for MPRI |
| Reference D | MPRI Case Management and Services Delivery System |
| Reference E | MPRI Gender Responsive Strategies |
| Reference F | Supplemental Mentoring Program Information |
| Reference G | Definitions |
| Reference H | MPRI Mentor Program |
| Reference I | MPRI Contact Log |
| Reference J | MPRI Mentoring Regulations |
| Reference K | Chart of Accounts |
| Reference L | Assurances, Certifications, and Stipulations |
| Reference M | State Monitoring Checklists for MPRI Activities |
| Reference N | Certification Documents Requiring Signature/Affirmation |
| Reference O | WDB and MW Administrative Staff Lists |

FORMS

| | |
|----------|----------------------------------------|
| Form A | Cover Sheet and Proposal Certification |
| Form B | Performance Objectives |
| Form C-1 | Budget Summary |
| Form C-2 | Budget Narrative |
| Form C-3 | Enrollment Schedule |
| Form D | Narrative Response for Work Statement |
| Form E | Conflict of Interest |
| Form G | Staff Summary |

Section 1 – OVERVIEW

The Michigan Prisoner ReEntry Initiative (MPRI) is a cooperative effort of the Michigan Department of Corrections, Michigan Department of Community Health, Michigan Department of Energy, Labor and Economic Growth, the Governor's Office, and numerous non-profit and faith-based organizations. Its objective is to create safer neighborhoods and better citizens. MPRI involves the community in all of its three phases: Getting Ready, Going Home, and Staying Home. References A through J and Reference M provide more detail on the MPRI.

The Michigan Prisoner ReEntry Initiative (MPRI) focuses on addressing the needs of ex-offenders by providing them with the necessary tools to succeed in the community. The goal is to improve parole success rates and thereby reduce crime and create safer neighborhoods. Last year, over 13,000 inmates were released from Michigan's prisons. Prior to the MPRI nearly half returned to prison within two years which cost the state over \$100 million dollars per year. MPRI addresses this issue by targeting repeat offenders and increasing their self sufficiency through improved management of personal, institutional, and community challenges. The program focuses on working with individuals two to four months prior to their release from prison in order to address their needs and connect them to community services. In addition to the current subcontractors providing employment and training services for Michigan Works, other organizations that focus on housing, substance abuse, health care and faith-based organizations are involved. As a result, MPRI will reduce the prison population, reduce crime therefore creating safer neighborhoods, and help reduce the cost of the state's prison system.

The goal of Kalamazoo-St. Joseph MPRI is to build on innovative ideas that reduce the recidivism and, thus, reduce the overall amount of crime, creating a safe community and better citizens by providing a seamless system of services from the time of entry into prison through transition, reintegration and aftercare.

Returning ex-offenders have the desire to be successful, but lack the support needed to reintegrate into society where they are valued and can lead productive, law-abiding lives. The Kalamazoo-St. Joseph MPRI has identified and chosen to focus on housing, employment, and access to program services and support as critical re-entry issues.

Section 2 – SCOPE OF RFP

One vendor shall be selected to provide mentoring services in both Kalamazoo and St. Joseph counties. Mentoring activities may be delivered through different entities in Kalamazoo or St. Joseph counties provided the following conditions are met:

- All entities designated to provide mentoring services are clearly identified in the proposal response.
- A written agreement is developed between the participating entities that clearly specify the roles of each partner should the proposal be accepted for contract award. A copy of this letter shall be signed by the “directors” of each agency and included in the proposal.
- All entities identified to provide services specified in this proposal shall meet eligibility requirements as specified in the RFP instructions.
- One entity shall be deemed as the fiscal agent under this agreement. The entity designated as the fiscal agent shall be identified in the letter of agreement noted above.
- The entity designated as the fiscal agent shall “subcontract” the designated services as described by the partner agency. The fiscal agent shall comply with all federal, state, and local requirements for subcontracting.
- The fiscal agent is responsible to the Contractor for meeting all of the specifications of any agreement developed as a result of an acceptable proposal.

A. FUNDING LEVELS

1. Funding Source

Michigan Department of Corrections (MDOC) (State General Fund/General Purpose)

2. Funding Levels

Mentoring Program/ Administrative Costs **\$40,000**
(Mentorship Coordinator, recruitment, training, etc.)

Additionally, **\$150** will be awarded per successful mentor/mentee match (See the deliverables section below). Successful match awards may not exceed a total of \$10,000.

B. PERIOD OF PERFORMANCE

Due to the nature of this project, initial contracts will be prepared for a twelve (12) month period (October 1, 2010 – September 30, 2011). However, the Upjohn Institute reserves the right to extend the agreement annually for two additional years.

C. AREA SERVED

Kalamazoo and St. Joseph Counties

D. DELIVERABLES

Specific “products” and/or outcomes from any agreement awarded as a result of this RFP include, but are not limited to:

1. Identification of Mentorship Coordinator.
2. Assignment of representative to the MPRI Transition Team. This individual will conduct monthly meetings in the prison with offenders prior to their release and attend monthly Transition Team meetings.
3. Development of MPRI Mentorship Procedures to establish relationships with ex-offenders while incarcerated.
4. Development of an effective tracking mechanism that tracks activity in the following areas: housing, employment, violations, family and social networks, and other barriers as defined in the Transition Accountability Plan (TAP).
5. Recruitment of mentors and parolees to be mentored.
6. Policies established for daily and/or weekly contact with parole officers, updating them on ex-offenders status.
7. Staff able to train and prepare mentors for ex-offender’s needs.
8. Matching mentors with ex-offenders successfully. A successful match is defined as a mentor/mentee relationship maintained for at least three consecutive months with a minimum of one face-to-face meeting per month and a minimum of one successful contact by phone per month.

Section 3 - SOLICITATION SCHEDULE AND PROPOSAL CONTENT

A. SCHEDULE OF ACTIVITIES

To the extent possible, the following schedule will be followed for the administration of this Request for Proposal:

| | |
|----------------------------------------------------|------------------------------|
| Public Notice and Letters of Invitation Released | May 19, 2010 |
| RFP Released | May 24, 2010 |
| Grant Preparation Workshop (<i>mandatory</i>) | June 2, 2010, 1:30-2:30 p.m. |
| Proposals Returned (by 4:00 p.m.) | June 21, 2010 |
| Awards Announced | July 12, 2010 |

This schedule will be adhered to as closely as possible. However, the Upjohn Institute reserves the right to make revisions without prior notification.

B. PROPOSAL CONTENT AND ORGANIZATION

All proposals shall be prepared to assure consistency and uniformity in terms of appearance and content. **All proposals must be submitted in accordance with the following specifications.**

- Proposals must be prepared as follows:
 - Typed on 8 ½ x 11" white paper
 - Font size at 11 pt
 - 1½ spaced
 - Margins not less than 1" all around
 - Paginated beginning with the coversheet (excluding any attachments)
- Supplementary documentation, charts and/or graphs may be used if they convey required information. These should be provided as attachments. However, do not provide additional information if it does not directly support the proposal narrative.
- All proposals submitted shall contain the documents and be compiled in the order of presentation as identified on Form A, "Cover Sheet and Proposal Certification."
- Proposals **are not to be bound** in any format **except** by clip or rubber band.

C. SUBMISSION DATE

Proposals must be submitted by **4:00 p.m. on June 21, 2010** to: Ben Damerow, **222 S. Westnedge Avenue, Kalamazoo MI 49007-4628** in **one (1) original** (signatures) and one (1) copy of the proposal in electronic format.

Proposals must be complete, legible, and technically accurate at the time of submission. **Each proposal will be reviewed as submitted.** After a proposal is submitted, it may not be modified prior to review unless requested by the Michigan Works Agency.

A proposal may be withdrawn from consideration for funding if the vendor transmits such request **in writing** to the Contact Person.

D. LATE PROPOSALS

Proposals received by the Upjohn Institute after 4:00 P.M. EST on the date specified may not be considered for award under this solicitation. Any proposal received after this date may be evaluated only after all others and may be considered based on funds available after award of other accepted proposals.

E. TECHNICAL ASSISTANCE

Organizations are responsible for the content and development of their own proposal.

1. Technical Assistance Timeline

Technical assistance will be provided through June 14, 2010. The contact personnel identified below will receive questions. **Only written questions via email will be accepted.** Responses that may have an impact on the interpretation or clarification of these RFP Instructions will be posted on the Michigan Works website (<http://www.upjohninstitute.org/miworks/RFP.html>) as they are received.

2. Technical Assistance Contacts

For purposes of administering this solicitation, the individual(s) responsible for responding to any question that may arise during the preparation of proposals in response to this RFP is (are):

Ben Damerow E-mail: MIWorks@upjohninstitute.org

3. Grant Preparation Workshop

A Grant Preparation Workshop will be conducted on Wednesday, June 2, 2010, from 1:30 PM – 2:30 PM at the Upjohn Institute - MWA Administrative office, 222 South Westnedge Ave, Kalamazoo, MI). The sole purpose of the workshop will be to receive and discuss any questions on the RFP Instructions. **Please note that attendance at this workshop is mandatory for all agencies wishing to submit a proposal.** Agencies attending the workshop must call or e-mail in advance with the names of attendees and e-mail addresses (limited to 2 per agency). Notifications will be provided for attendees if an alternative site is required.

There will be no formal presentation of any information not otherwise provided in these RFP Instructions. **Participation in this workshop (or "Bidders Conference") is a prerequisite for submitting a proposal.**

Section 4 - PROPOSAL REVIEW and EVALUATION

A. TECHNICAL/COMPLIANCE REVIEW (Accept or Reject)

Proposals will be reviewed by the Michigan Works Agency to determine:

- Adherence to the RFP Instructions,
- All required documents and responses are complete, and that
- Any requested references and supplemental documentation is provided and is complete.

B. MANAGEMENT CAPABILITIES (40%)

The RFP evaluation will examine the management performance of each agency based on a review of the organization's qualifications and experiences described in response to these RFP Instructions and any of the documentation required to be provided with the proposal. Demonstrate understanding of required and optional services, administrative responsibilities, resource coordination and integration, customer service, staffing and management plan, budget, etc.

C. PROGRAM DESIGN (45%)

Strength of mentorship program mechanism that is specific to the characteristics and needs of the ex-offender population (matching, recruitment, frequency of meetings with mentors, etc.).

D. BUDGET AND PERFORMANCE OBJECTIVES (15%)

Outcome expectations, expenditure and service level plan, etc.

Section 5 – REVIEW AND APPEAL PROCESS

Service providers wishing to appeal the final funding decision resulting from this solicitation must submit their written request to the Kalamazoo-St. Joseph Michigan Works Agency (Upjohn Institute), 222 S. Westnedge Avenue, Kalamazoo MI 49007-4628, within ten (10) calendar days following the date of the written notification of the funding recommendation.

The request for appeal shall include a clear description of the grievance and basis for appeal. The request shall be signed by the service provider's designated leadership (director, executive director, president, etc).

The request will be processed through the established appeal process for the Kalamazoo-St. Joseph Michigan Works Area.

Section 6 – PROVISIONS, ASSURANCES, CERTIFICATIONS, AND STIPULATIONS

Federal and state programs are created by legislation. As the funding flows through state government, the Michigan Department of Corrections establishes additional policy. Kalamazoo-St. Joseph Michigan Works may also set policy, within the state and federal guidelines, for the area. Often policies are issued in response to new initiatives or specific situations or concerns at the local level.

In submitting a proposal, bidding agencies acknowledge that they will abide by these provisions. As well, they acknowledge that the rules, regulations, and policies are subject to change, addition, and revision, as the operation of this program develops. (See Reference L, MPRI "Assurances, Certifications and Stipulations")

Section 7

This section is not required for this solicitation.

Section 8 – NARRATIVE RESPONSE WORK STATEMENT

Entities submitting proposals in response to this Request for Proposal must have a thorough understanding of the MPRI Model, its components and the population to be served. For further information and assistance regarding the Michigan Prisoner Re-Entry Initiative, refer to the **References A through J and Reference M** of this RFP.

As ex-offenders return to the community, their first and most important contact is their Parole Officer. The Parole Officer establishes the supervisory responsibilities that the ex-offender must adhere to while under parole supervision.

Within the Michigan Prisoner Re-entry Initiative (MPRI), the Parole Officer remains the central figure in the process of re-establishing the ex-offender into the community.

The purpose of the mentoring services is to extend support to increase ex-offenders' likelihood of successful community re-entry.

Using the format provided at **Form D**, "Work Statement Response," complete the following series of statements in the exact order and length as stated.

I. EXECUTIVE SUMMARY

Content of proposal is summarized in a concise and complete manner. All of the following elements would be briefly addressed in the Executive Summary.

Proposal Summary

Provide a concise, complete summary of your proposal. (Response may not exceed 1 page)

II. PROGRAM DESIGN

Listed below are brief descriptions and requests for information regarding mentoring services that are critical to a total delivery system.

A. Mentoring

1. Establish a Strong Mentoring Mechanism

Establish a process that will ensure that the Mentorship activity is designed and implemented within the context of the MPRI model and in consideration of the characteristics and unique needs of the ex-offender population. (See **References A through J and Reference M** for background information.)

Describe the overall mentorship process being proposed and how the process will be "customized" to reflect the unique needs of the MPRI Model. (Response may not exceed 1 page)

2. Recruit Parolees

Recruit parolees while still in prison to be mentored upon release. (Reference H)

Describe how parolees will be recruited and identified. Include a proposed schedule for the identification of the parolees. (Response may not exceed 1 page)

3. Develop a Tracking Mechanism

Develop an effective mechanism to track activity in the following areas: housing, employment, violations, family and social networks, and other barriers as defined in the Transition Accountability Plan (TAP).

Describe the system and processes that will be used to track participant activity as outlined above. (Response may not exceed 1 page).

4. Develop Mentorship Procedures

Develop procedures and a structure for the mentoring process. (See **Reference F and H** for background information) The procedures should include, but not necessarily be limited to elements such as:

- Types of individuals to be recruited as mentors;
- Screening of potential mentors;
- Procedures to match mentors with ex-offenders;
- Type of mentoring that the program will offer (such as group, team, or peer mentoring);
- Nature of the mentoring sessions (such as career development and socialization);
- Frequency of mentor and ex-offender will meetings (face-to-face) and how long the sessions should last;
- Frequency of mentors and ex-offender telephone contact (Proposals that include more meetings and/or phone calls per month than the minimum requirement will be looked at favorably);
- Methods used in communicating events with the parole office and how often will that occur
- When the mentoring will take place (such as day and time);
- Where mentoring sessions will take place (community setting);
- Procedure to assure that the program has regular contact with both mentors and ex-offenders concerning their relationship;
- Outcomes that will result for the ex-offender and mentors; and
- Method to evaluate program success including, but not limited to:
 - Data collected (i.e. number of successful matches, number of mentee/mentor meetings, etc.),
 - How data is collected,
 - Sources of data,
 - Effectiveness of the program process;
 - Outcomes for mentors and ex-offenders, etc.

Describe the content and manner in which Mentorship procedures will be developed for mentors. Identify the timeline for their development. (See Reference H. “MPRI Mentor Program”) (Response may not exceed 2 pages)

5. Recruit Organizations & Mentors

Recruit individuals and/or faith-based and community-based organizations to provide an adequate number of mentors to serve the number of ex-offenders entering the MPRI portal. The number of mentors recruited should be adequate to ensure that each ex-offender desiring a mentor is assigned a mentor for a minimum of three months following return to the community.

Describe how organizations and mentors will be recruited and identified. Include a proposed schedule for the identification of the organizations and mentors on the Implementation Timeline. (Reference H.) (Response may not exceed 1 page)

6. Training Mentors

Provide “training” to all mentors on a schedule that ensures adequate numbers of trained mentors are available to meet the number of ex-offenders returning to the community through the MPRI project. Training in the specifics of the MPRI will be provided by Michigan Department of Corrections staff. However, training individuals in general mentoring roles, responsibilities, and procedures is the responsibility of the service provider. Background information provided at **Reference H** may be useful in defining these aspects of the mentorship activity.

Provide the specific training curriculum that will be used. Describe the process that will be used for training mentors, including the minimum requirements that must be achieved by mentors prior to assignment with an ex-offender participant. Include a summary of a proposed training schedule that is consistent with the goals established by MPRI. (Response may not exceed 1 page)

7. Match Mentors with Ex-Offenders

Mentorship success requires the proper matching of mentors with ex-offender participants, including the appropriate matching for female ex-offenders and sex offenders.

Describe the manner in which mentors will be matched with ex-offenders and how any mismatch would be resolved. (Response may not exceed 1 page)

B. General

1. Coordination and Structure of Services

Mentoring activities are one of a number of components of the MPRI. The coordination and structure of specific services to participants is critical to the success of the program. With the Parole Officer(s) charged with the primary Case Management responsibilities, MPRI Community Coordinator, MPRI Workforce Development Contractor, and other entities providing specific services, it is incumbent that a high level of coordination takes place. Coordination with other Michigan Works programs and partner agencies (i.e., JET, WIA Adult) to enhance the overall benefit to the participant should be incorporated into your program design. Specific duties may include but are not limited to:

Describe how your organization will ensure that a high level of coordination is achieved and maintained with the Parole Officers, MPRI Community Coordinator, MPRI Workforce Development Contractor, mentors assigned to ex-offenders, and other services such as the provision of housing, health services, transportation services, mental health and substance abuse services, etc. (Response may not exceed 1 1/2 pages)

2. Staffing (See additional requirements in Section 10)

The ex-offender population is surrounded by a multitude of unique challenges. As well, segments of the population such as women and sex offenders have additional barriers. Those working with the population require, in addition to specific skills and abilities related to their specific job tasks, a keen understanding and working knowledge of these population subsets and the challenges they face.

- a. *Describe the specific qualifications, skills, background, experience, training, etc., established for each of the positions assigned to work with the ex-offender population. Include the qualities that are looked for when making a staff selection for this program.*
- b. *Describe your organization's approach in filling vacant staff positions that are critical to maintaining the level of service the program in a timely manner. Include how your organization will ensure against gaps in maintaining key staff members assigned to this program. (Response may not exceed 1 1/2 pages)*

3. Gender Responsive Strategies

There are five general approaches to effectively managing and assisting female parolees. Refer to Reference E. They include:

- Acknowledging that gender makes a difference
- Creating an environment based on safety, respect, and dignity
- Development of policies, practices, and programs that are relational and promote healthy connections to children, family, significant others, and the community
- Address substance abuse, trauma, and mental health issues through comprehensive, integrated, and culturally relevant services and appropriate supervision
- Provide women with opportunities to improve their socioeconomic conditions

Describe how your organization currently addresses these strategies or how it intends to incorporate these strategies into your mentoring program delivery system. Please be specific. (Response may not exceed 1 page)

4. Evidence Based Practices

MPRI requires that mentoring delivery systems implement the principals of evidence based practices. This can be challenging and requires strong leadership and commitment and is critical to the MPRI Initiative. Reference E reviews the eight principles of evidence based practices and gives insight into their implementation.

Describe how your organization currently addresses these strategies or how it intends to incorporate these principles into your mentoring program delivery system. Please be specific. (Response may not exceed 1 page)

5. Sex Offender Specific Services

The profound impact of sex offending on victims and the complex nature of sex offending and sex offenders **requires** comprehensive interventions and systemic responses tailored to meet the individual levels of risk and needs of offenders. Refer to Reference E for the five principles that underlie each of the seven components of a comprehensive approach to sex offender management.

Describe how your organization incorporates these components into their mentoring service delivery system. Please include past experiences that demonstrate incorporating these components into a program. Please be specific. (Response may not exceed 1 page)

6. Implementation

Provide a brief timeline for the development and implementation of mentoring activities described above. These may be included in a single table or Gantt chart. Include this as an attachment to your work statement response.

7. Internal Monitoring and Responsibility

An internal monitoring system will be necessary to ensure a continuous program evaluation and review its effectiveness within the contract period. Additional monitoring and reporting requirements may be identified as the MPRI Mentoring Program progresses, such as collecting and tracking the number of ex-offenders served in each targeted group and their characteristics, number of mentors recruited, changes in ex-offenders risk, needs, and strength profiles provided by a validated risk assessment instrument.

Describe your process and procedures for conducting internal monitoring of contract activities. Please list the activities to be monitored, monitoring frequency, and the documentation produced. (Response may not exceed 1 page)

III. OTHER PROGRAM REQUIREMENTS (Required only at time of contract award)

A. Management Information System Training

All service providers will be trained in the use of any data collection methodology that is established for the MPRI. Specific training content, dates and times will be provided as it is made available by the Michigan Department of Corrections.

B. Monitoring

State Monitoring will occur continuously using, but not limited to the following:

- Evidence Based Correctional Program Checklist(CPC)
- MPRI Site Review Programs Checklist
- MPRI Year-End Site Review Program Checklist

See Reference M for examples of required monitoring reports.

Section 9 – ORGANIZATIONAL EXPERIENCE

Describe your organization's experience and ability in working with ex-offenders reentering the community and operating activities and services as proposed. Include:

- Quantifiable accomplishments that support past effectiveness.
- Copies of any "third party" program evaluations or reports on similar or substantially equivalent activities. (**Do not provide any letters of reference or support.**)
- Describe your organization's experience in delivering mentoring services to the ex-offender population.
- Describe your organizational process for resolving non-compliance issues with a grant/contract.
- Describe the qualifications and experience of staff that would be providing services as described in these RFP Instructions.
- The timeframe covered by the most recent financial audit of your organization, and the date such audit was completed, the auditing firm that conducted the audit and a description of any findings cited in the audit. A copy of your most recent Single Audit **may be requested** upon award of any agreement rendered as a result of this RFP. Do not include a copy of the audits with this RFP.

Section 10 – STAFFING

ORGANIZATIONAL STRUCTURE/ STAFF SUMMARY

A. Job Descriptions

For each position assigned to the proposed activities, in whole or in part, provide the following information:

1. Position Title (Assigned by the organization)
2. Position Classification (Professional, paraprofessional, technical, managerial, clerical, etc.)
3. Full-time Equivalency (Express fractions as decimals, i.e., ½ time as .50 FTE)
4. Areas of Responsibility (Identify functions that will be assigned to this position)
5. Qualifications (Skills, attributes and/or prior experiences examined for individuals filling this position. Include a description of whether the staff have been trained in the use of "cognitive-behavioral strategies" and how this specific skill is documented. i.e., specific training certifications, professional credentials, etc.)
6. Credentials (Identify credentials that are required for this position and a brief explanation of how these credentials relate to the areas of responsibility assigned to this position).

B. Organizational Chart

Provide a brief organizational chart that describes the relationship of the positions identified above. Include the line of authority and FTEs for the Staffing Pattern.

C. Staff Summary/Assignment of Staff.

Using Form G, "Staff Summary" identify staff (by position title, number, and FTE) assigned to each of the tasks and functions identified on the form. These tasks and functions are not intended to be all-inclusive, but they represent what the MWA determines as critical components for the program.

D. Resume

Provide an updated resume for each staff member assigned to this project which includes his or her current position.

Section 11 – PERFORMANCE OBJECTIVES

PERFORMANCE OBJECTIVES

1. Number of Participants served in Mentorship Activities
2. Number of faith-based/community organizations recruited to provide Mentors
3. Number of Mentors
4. Number of Mentorship assignments made (including re-assignments made due to mismatches)
5. Number of successful mentor/mentee matches*
6. Recidivism rate (total returned to incarceration divided by total participants served)
7. Total Expenses Budgeted
8. Cost Per Participant
9. Cost Per Successful Match

Complete **Form B** “Performance Objectives” by inserting your proposed performance goals.

* A successful match is defined as a mentor/mentee relationship maintained for at least three consecutive months with a minimum of one face-to-face meeting per month and a minimum of one other successful contact by phone per month.

Given that the mentoring program will be in a pilot stage and is a new initiative, limited historical data is available (See Reference F).

Section 12 – BUDGET

A. BUDGET INFORMATION

1. Period of Budget

The budget presentation should reflect expenses for the period of performance stated in the proposal. The duration of this funding cycle extends from October 1, 2010 through September 30, 2011.

2. Budget Summary (Form C-1)

For the purpose of this Request for Proposal only **a budget summary is required**. However, upon award of any agreement as a result of this RFP, all of the documents identified in subsection B below, “Budget Information and Forms,” will be required.

A line item budget is required for all RFP proposals. This form provides the summary of line item cost, by cost category. Information presented on this form is extracted from the Budget Worksheet.

Contracts developed as a result of the RFP will be "cost-reimbursement."

3. Budget Narrative (Form C-2)

The budget narrative is required for this RFP. The narrative will provide a brief description (i.e., bullet items) of the contents of each line item on the “Budget Summary.”

4. Expenditure, Enrollment, and Termination Schedule (Form C-3)

Complete **Form C-3**, “Enrollment Schedule,” for the period October 1, 2010 through September 30, 2011.

B. BUDGET INFORMATION AND FORMS

(The following forms will be completed upon award of an agreement)

Not required for this RFP

C. CHART OF ACCOUNTS

A “Chart of Accounts” is included with these Instructions (**Reference K**). This document provides a description of the types of costs that are most likely to be included in the respective line item of the budget documents. Because these definitions may differ from the descriptions that may be used by other organizations, please consult this document when assigning costs to your budget line items.

REFERENCES

REFERENCE A

MPRI Model

REFERENCE B

State Organizational Structure for Implementation

REFERENCE C

Local Organizational Structure of the MPRI

REFERENCE D

MPRI Case Management and Service Delivery System

REFERENCE E

MPRI Gender Responsive Strategies, Evidence Based Practices, & Sex Offender Specific Services

REFERENCE F

Supplemental Mentoring Program Information

REFERENCE G

MPRI Definitions

REFERENCE H

MPRI Mentor Program

REFERENCE I

MPRI Contact Log

REFERENCE J

MPRI Mentoring Regulations

REFERENCE K

Chart of Accounts

REFERENCE L

Assurances, Certifications, and Stipulations

REFERENCE M

State Monitoring Checklists for MPRI Activities

REFERENCE N

Certification Documents Requiring Signature/Affirmation

REFERENCE O

Workforce Development Board and Michigan Works Administrative Staff Lists



The Michigan Prisoner ReEntry Initiative Model

The **VISION** of the Michigan Prisoner ReEntry Initiative is that every inmate released from prison will have the tools needed to succeed in the community.

The **MISSION** of the Michigan Prisoner ReEntry Initiative is to reduce crime by implementing a seamless plan of services and supervision developed with each offender—delivered through state and local collaboration—from the time of their entry to prison through their transition, reintegration, and aftercare in the community.

The **GOALS** of the Michigan Prisoner ReEntry Initiative are to:

- **Promote public safety** by reducing the threat of harm to persons and their property by released offenders in the communities to which those offenders return.
- **Increase success rates of offenders** who transition from prison by fostering effective risk management and treatment programming, offender accountability, and community and victim participation.

Building Safer Neighborhoods & Better Citizens

A Comprehensive Approach

Michigan is a leader in prisoner re-entry and is the first state in the nation to converge the three major schools of thought on prisoner re-entry to develop and fully implement a comprehensive model of inmate transition planning. The MPRI Model:

- Begins with the three-phase re-entry approach of the Department of Justice's Serious and Violent Offender ReEntry Initiative (SVORI).
- Further delineates the transition process by adding the seven decision points of the National Institute of Corrections' Transition from Prison to Community Initiative (TPCI) model.
- Incorporated into its approach the policy statements and recommendations from the Report of the ReEntry Policy Council that is coordinated by the Council of State Governments.

In this way, the MPRI represents a synergistic model for prisoner re-entry that is deeply influenced by the nation's best thinkers on how to improve parolee success.

To develop the MPRI Model, Michigan had the tremendous benefit of technical assistance grants from the National Governors Association (NGA) and the National Institute of Corrections (NIC) that provide substantial resources for consultation, research, training, and technical assistance. As a result of the grant from NGA, the MPRI is also utilizing zip-code level parolee mapping of Michigan conducted by the Urban Institute as part of our intensive strategic-planning process. As a result, the knowledge base created by the MPRI is unprecedented.

Michigan is poised for success combining a strong mandate from the Governor, a powerful policy framework, and strong community buy in. The challenge now is statewide implementation on a scale of 11,000 inmates per year transitioning successfully from prison.

The Three-Phase, Seven-Decision-Point MPRI Model

The MPRI Model involves improved decision making at seven critical decision points in the three phases of the custody, release, and community supervision/discharge process.

PHASE ONE—GETTING READY

The **institutional phase** describes the details of events and responsibilities which occur during the offender's imprisonment from admission until the point of the parole decision and involves the first two major decision points:

1. **Assessment and classification:** Measuring the offender's risks, needs, and strengths.
2. **Inmate programming:** Assignments to reduce risk, address need, and build on strengths.

PHASE TWO—GOING HOME

The **transition to the community or re-entry phase** begins approximately six months before the offender's target release date. In this phase, highly specific re-entry plans are organized that address housing, employment, and services to address addiction and mental illness. Phase Two involves the next two major decision points:

3. **Inmate release preparation:** Developing a strong, public-safety-conscious parole plan.
4. **Release decision making:** Improving parole release guidelines.

PHASE THREE—STAYING HOME

The **community and discharge phase** begins when the inmate is released from prison and continues until discharge from community parole supervision. In this phase, it is the responsibility of the former inmate, human services providers, and the offender's network of community supports and mentors to assure continued success. Phase Three involves the final three major decision points of the transition process:

5. **Supervision and services:** Providing flexible and firm supervision and services.
6. **Revocation decision making:** Using graduated sanctions to respond to behavior.
7. **Discharge and aftercare:** Determining community responsibility to "take over" the case.

Case Management and Transition Accountability Plans

The lynchpin of the MPRI Model is the development and use of Transition Accountability Plans (TAPs) at four critical points in the offender transition process that succinctly describe for the offender, the staff, and the community exactly what is expected for offender success. The TAPs, which consist of summaries of the offender's Case Management Plan at critical junctures in the transition process, are prepared with each inmate at prison intake, at the point of the parole decision, when the offender returns to the community, and when the offender is to be discharged from parole supervision. TAPs are concise guides for the inmates and staff:

- **TAP1:** The expectations for the prison term that will help inmates prepare for release.
- **TAP2:** The terms and conditions of offender release to communities.
- **TAP3:** The supervision and services offenders will experience in the community.
- **TAP4:** The elements of the Case Management Plan for eventual discharge from parole.

The Transition Accountability Plan (TAP) integrates offenders' transition from prisons to communities by spanning phases in the transition process and agency boundaries. TAP is a collaborative product involving prison staff, the offender, the releasing authority, community supervision officers, human services providers (public and/or private), victims, and neighborhood and community organizations. TAP describes actions that must occur to prepare individual offenders for release from prison, defines terms and conditions of their release to communities, specifies the supervision and services they will experience in the community, and describes their eventual discharge to aftercare upon successful completion of supervision. The objective of the TAP is to increase both overall community protection by lowering risk to persons and property and by increasing individual offender's prospects for successful return to and self-sufficiency in the community.

The TAP process begins soon after offenders enter prison and continues during their terms of confinement, through their release from prison, and continues after their discharge from supervision as an evolving framework for aftercare provided by human service agencies or other means of self-help and support. At each step along this continuum TAP is administered by a Transition Team, whose members include prison staff, parole supervision staff, and community agencies and service providers. The membership of the Transition Management Team and their respective roles and responsibilities will change over time. During the institutional phase prison staff may lead the team. During the re-entry and community supervision phase parole officers may lead the team. During the reintegration phase human services agencies or community services providers may lead the team. After offenders have successfully completed community supervision, their TAP may continue and be managed by staff of human services agencies, if the former offender chooses to continue to seek and receive services or support. At each stage in the process Team members will use a case management model to monitor progress in implementing the plan.

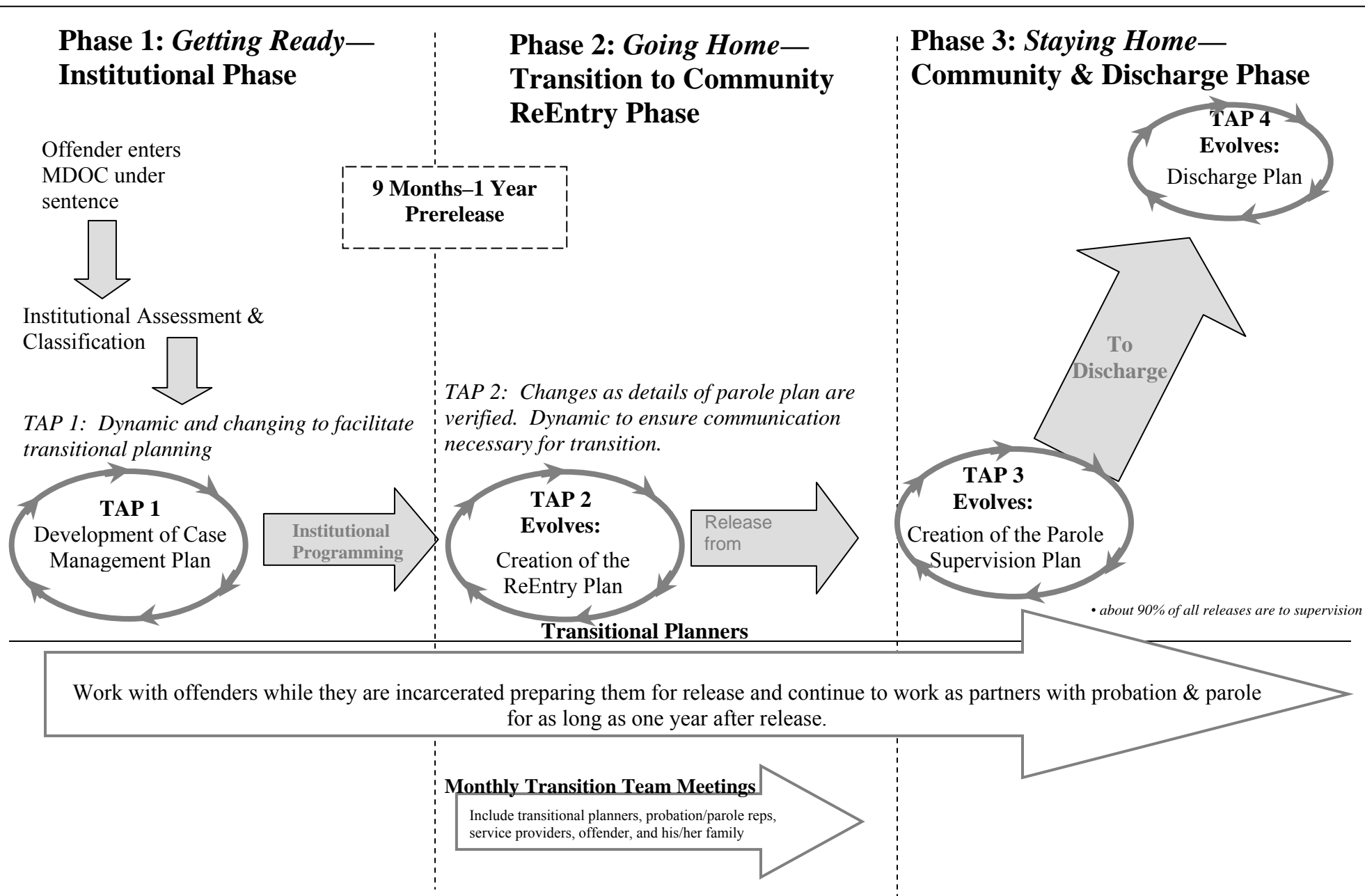
TAP reduces uncertainty in terms of release dates and actions (and timing of actions) that need to be taken by inmates, prison staff, the releasing authority, community supervision staff, and partnering agencies. Increased certainty will motivate inmates to participate in the TAP process and to become engaged in fulfilling their responsibilities and will ensure that all parties are held accountable for timely performance of their respective responsibilities.

The TAP process is built on the following principles:

1. The TAP process starts during an offender's classification soon after their admission to prison and continues through their ultimate discharge from community supervision.
2. TAPs define programs or interventions to modify individual offender's dynamic risk factors that were identified in a systematic assessment process.
3. TAPs are sensitive to the requirements of public safety, and to the rational timing and availability of services. In an ideal system, every inmate would have access to programs and services to modify dynamic risk factors. In a system constrained by finite resources, officials need to rationally allocate access to services and resources, using risk management strategies as the basis for that allocation.
4. Appropriate partners should participate in the planning and implementation of individual offender's TAPs. These include the offender, prison staff, releasing authorities, supervision authorities, victims, offenders' families and significant others, human service agencies, and volunteer and faith-based organizations.
5. Individual TAPs delineate the responsibilities of offenders, correctional agencies and system partners in the creation, modification, and effective application of the plans, and holds them accountable for performance of those responsibilities.
6. TAPs provide a long-term road map to achieve continuity in the delivery of treatments and services, and in the sharing of requisite information, both over time and across and between agencies.
7. A case management process is used to arrange, advocate, coordinate, and monitor the delivery of a package of services needed to meet the specific offender's needs. During the prison portion of TAP, prison staff function as case managers. As offenders prepare for release and adjust to community supervision, their parole officer may become the case manager. When they are successfully discharged from supervision, a staff member from a human service agency may assume case management responsibilities for former offenders who choose to seek services or support.

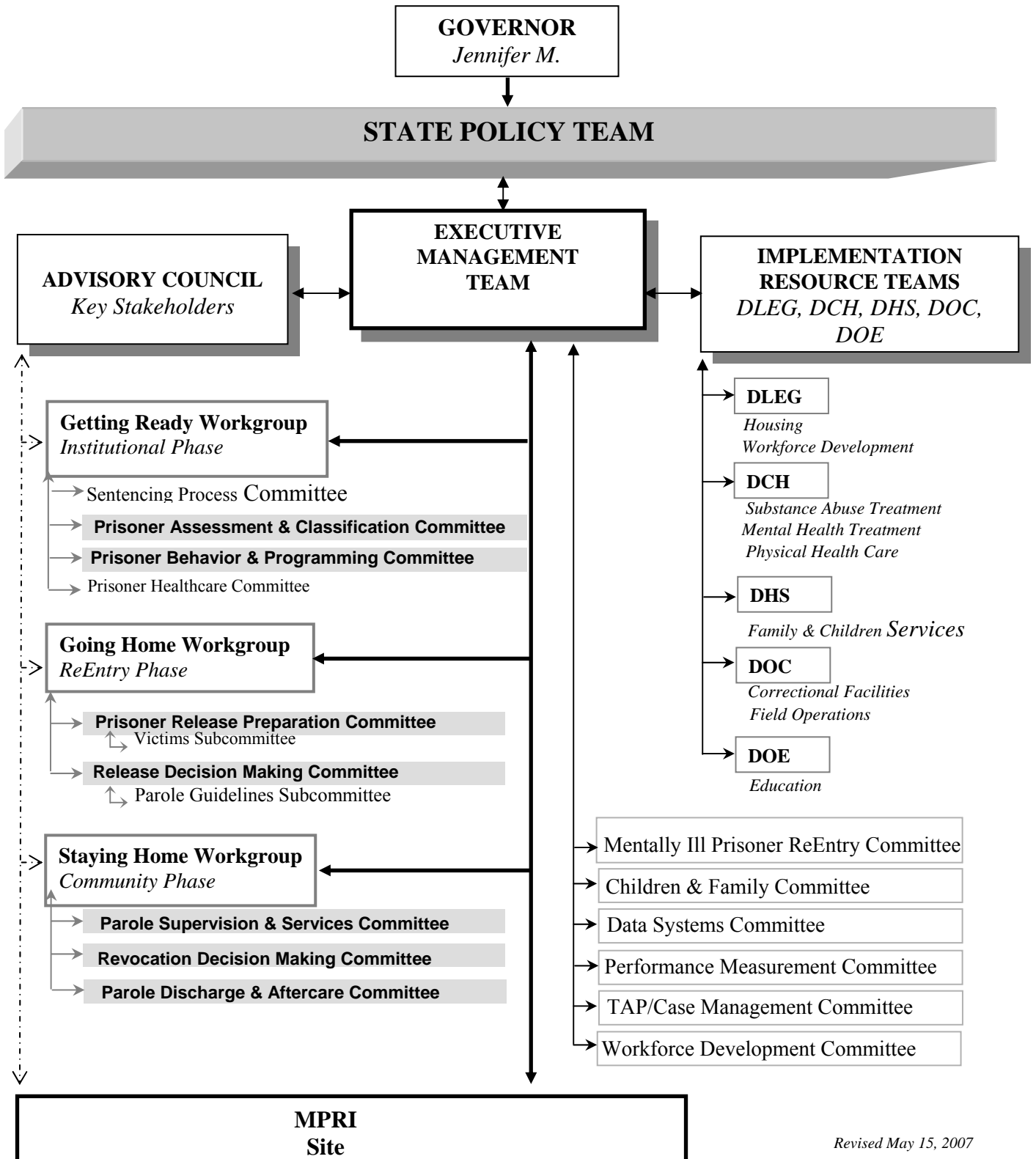
Transition Accountability Plan

MPRI Process Flowchart





State Organizational Structure for Implementation Stage



Safer Neighborhoods, Better Citizens The Michigan Prisoner Reentry Initiative

The Local Organizational Structure of the MPRI: Communities Dedicated to Increasing Parolee Success

The plan for statewide implementation of the MPRI Model is structured using a pilot-testing model. Over a three-year period, the entire state will implement the MPRI Model beginning with eight Pilot Sites in 2005. During fiscal year (FY) 2006 (October 2005–September 2006), another six sites will incorporate the lessons learned from the first set of Pilot Sites for a total of 14 fully operational jurisdictions covering 75% of the state. During the third year, FY 2007 (October 2006–September 2007), the rest of the state will begin implementation.

Pilot sites are organized under a structure that parallels the statewide initiative. Each Pilot Site has three key groups of stakeholders that will be instrumental to the wide range of activities that will be needed for full implementation of the MPRI Model.

- **Local ReEntry Advisory Council:** Advises, informs, and supports the implementation process along the same lines as the statewide MRPI Advisory Council. These councils are created for the purpose of building support for the local implementation of the MPRI Model and will work to educate the community on how the Initiative will create safer neighborhoods and better citizens. Each Advisory Council may have as many as 150 members.
- **Steering Team:** Develops, oversees, and monitors the local implementation process and coordinates local community involvement in the overall statewide MPRI development process. The Steering Team is led by three co-chairs:
 - The **Warden** of a local prison from where the inmates will be released when the MPRI Model is fully implemented (MDOC, Correctional Facilities Administration).
 - A **Parole Supervision Representative** from the local MDOC Field Operations Administration office.
 - A **Community Representative** drawn from the large number of faith-based and community-based organizations who are leading the local effort.
 - A **Fiduciary Representative representing the fiduciary entity/ MWA Administrative Office**

Each Steering Team includes representatives or service providers associated with the MPRI partner government agencies representing the service modalities that must be included in successful re-entry planning. These representatives are active on the Steering Team because of the strong mandate from the Governor for multi-agency collaboration and participation as well as agency leaders encouraging and empowering their active participation.

The four co-chairs of the Steering Team will work directly with the Community Coordinator who is assigned to their jurisdiction and may be housed in the local parole office. The Community Coordinator will, in one sense, “staff” the Steering Team under the guidance of the co-chairs. It is expected that the parole representative co-chair of each Steering Team will act as the “single point of contact” for interaction between the local group and the state organizers so that direct and frequent communication is possible. The specific responsibilities and role of the Community Coordinator are described in the next section.

- **Transition Team:** Supports offenders in the transition planning process and guides the offender from the institution back into the community through a case-management approach. The Transition Teams are comprised of key local service providers, drawn from the membership of the Steering Teams, whose major responsibilities include the local and essential input needed to develop and implement the Transition Accountability Plans for the ReEntry (TAP2),

Community Supervision (TAP3) and Discharge (TAP4) Phases. The Transition Team will be led by the Field Operations Administration parole representative—who also serves as one of the co-chairs of the Steering Team—since the function of the parole officer is to work toward parolee success under a case-management model. (Although the case-management work of the future will be guided by Evidence-Based Practices.)

- 1.
- 2.

Local MPRI Site Organizational Structure:

Next page...

Local MPRI
Organizational Structure

Reference C
MPRI RFP 2010-5

Community

STEERING TEAM

Co-Chairs:

- *Getting Ready:* MDOC—Correctional Facilities Administration Representative: Warden
- *Going Home:* MDOC—Field Operations Administration Representative: Parole Supervisor
- *Staying Home:* Community Representative
- *Fiduciary:* Fiduciary Representative: Administrator, Upjohn Institute

Members: Local Service Providers

- **Department of Labor & Economic Growth:** Vocational Training, Employment, Adult Education
- **Department of Community Health:** Physical Health, Mental Health, Alcohol and Drug Addiction Services
- **Department of Human Services:** Family and Child Welfare
- **Community-based organizations**
- **Faith-based organizations**

**LOCAL REENTRY
ADVISORY COUNCIL**
Key Stakeholders

Additional
Individuals
and
Groups

TRANSITION TEAM
(Kalamazoo & St. Joseph County)

- MPRI Performance Measurement Committee
- MPRI development Committee
- Intensive ReEntry Pre-release Program Committee
- MPRI Executive Management Team

Decision Points

Work Groups

➤ Local Committees:
*formed as needed to support
local implementation*

Inmate Assessment & Classification
Inmate Behavior & Programming

Getting Ready:
Institutional Phase

➤ Local Committees:
*formed as needed to support
local implementation*

Inmate Release Preparation
Release Decision Making

Going Home:
ReEntry Phase

Parole Supervision & Services

➤ Local Committees:
*formed as needed to support
local implementation*

Revocation Decision Making
Parole Discharge and Aftercare

Staying Home:
Community Phase

MPRI Case Management & Service Delivery System

The Transition Team consists of designated representatives from each of the key services area's agencies and organizations. Transition Team members are identified by the Directors of the respective agencies who serve on the local MPRI Steering Committee.

The Program Manager (FOA) provides the leadership as the Transition Teams coordinate the delivery of needed programs and support. The Transition Team will focus on critical re-entry areas that were identified in our assessment process including; Housing, Employment, Mentoring & Connectivity, Access to Medical Needs, Sex Offender Therapy, Mental Health & Substance Abuse Programs, as well as clothing, transportation needs.

The Transition Team will work closely with the prison re-entry staff to ensure that the ex-offender's needs are accurately identified and programs are defined to reduce the offender's dynamic risks. The Transition Team will monitor each ex-offender, aimed at determining compliance with conditions of release and other contacts to assess their progress in complying with the TAP, parole rules, and modifying static and dynamic risk factors.

Kalamazoo-St. Joseph MPRI will use a **case management model** that is practiced by social service providers; the Parole Agent (case manager) with the support of the Transition Team, assesses the individual offender's service needs, and then arranges, coordinate, and monitor appropriate services. They also evaluate ongoing needs and as necessary, advocate on behalf of their clients.

The Parole Agent with the support of the Transition Team will work to overcome any fragmented social service delivery systems, where services reside in multiple levels of government, community-based organizations and faith-based programs, which all have their own eligibility requirements. This will ensure a seamless system of services through reintegration and after care.

Kalamazoo-St. Joseph MPRI will use a **strength-based approach** to partnership with families, which offers several advantages to the community. Families are experts in their loved ones' behavior and motivation. Families have a long history with one another and therefore are often the first to notice an impending relapse or noncompliance with a condition of release. Family members can exert a powerful influence on their loved ones. While incarceration cuts people off from local resources, families have been living in communities during their loved one's absence. Most have connections and contacts already in place.

The strength-based model will blend family support and partnership with government. This integrates the micro (family) and macro (government and community) levels. The strong point in this configuration is that it identifies and recognizes existing resources, facilitates collaboration, and coaches the family in tapping those resources.

Kalamazoo-St. Joseph MPRI also realizes that the complex social contexts surrounding women transitioning from prison require unique solutions in the case management delivery system. The Kalamazoo-St. Joseph MPRI will use an approach that is **advocacy-oriented and embraces a "stage of change" methodology**. The essentials include:

- A Transition Accountability Plan (TAP) using a strength-based approach,
- Development of a service plan to address needs and interests identified in the TAP, and
- Service referrals and service monitoring including utilization tracking.

MPRI GENDER RESPONSIVE STRATEGIES

There are five general approaches to effectively managing and assisting women parolees:

1. Acknowledge that gender makes a difference.
2. Create an environment based on safety, respect, and dignity.
3. Develop policies, practices, and programs that are relational and promote healthy connections to children, family, significant others, and the community.
4. Address substance abuse, trauma, and mental health issues through comprehensive, integrated, and culturally relevant services and appropriate supervision.
5. Provide women with opportunities to improve their socioeconomic conditions.

Approaches to Addressing Gender Responsive Strategies

Acknowledge That Gender Makes a Difference

- Allocate both human and financial resources to create women-centered services
- Designate a high-level administrative position for oversight of management, supervision, and services
- Recruit and train personnel and volunteers who have both the interest and the qualifications needed for working with women under criminal justice supervision.

Create an Environment Based on Safety, Respect, & Dignity

- Conduct a comprehensive review of the institutional or community environment in which women are supervised to provide an ongoing assessment of the current culture.
- Develop policy that reflects an understanding of the importance of emotional and physical safety.
- Understand the effects of childhood trauma to avoid further trauma.
- Establish protocols for reporting and investigating claims of misconduct.
- Develop classification and assessment systems that are validated by samples of women offenders.

Develop Policies, Practices, and Programs That Are Relational and Promote Healthy Connections

- Develop training for all staff and administrators in which relationship issues are a core theme. Such training should include the importance of relationships, staff-client relationships, professional boundaries, communication, and the mother-child relationship.
- Examine all mother and child programming through the eyes of the child (e.g. child-centered environment, context), and enhance the mother-child connection and to child caregivers and other family members.
- Promote supportive relationships among women offenders.
- Develop community and peer-support networks.

Address Substance Abuse, Trauma, and Mental Health Issues

- Service providers need to be cross-trained in these three primary issues.
- Resources, including skilled personnel, must be allocated.
- The environment in which services are provided must be closely monitored to ensure the emotional and physical safety of the women being served.
- Service providers and criminal justice personnel must receive training in cultural sensitivity so that they can understand and respond appropriately to issues of race, ethnicity, and culture.

Provide Women With Opportunities To Improve Their Socioeconomic Conditions

- Allocate resources within both community and institutional correctional programs for comprehensive, integrated services that focus on the economic, social, and treatment needs of women (jobs, family services, alcohol/drug and mental health treatment). Ensure that women leave prison and jail with provisions for short-term emergency services.
- Provide training, education, and skill-enhancing opportunities to assist women in earning a living wage.
- Provide sober living space in institutions and in the community.

MPRI EIGHT PRINCIPLES OF EVIDENCE BASED PRACTICES

1. Assess Actuarial Risk/Needs.
2. Enhance Intrinsic Motivation.
3. Target Interventions.
 - a) *Risk Principle*: Prioritize supervision and treatment resources for higher risk offenders.
 - b) *Need Principle*: Target interventions to criminogenic needs.
 - c) *Responsivity Principle*: Be responsive to temperament, learning style, motivation, culture, and gender.
 - d) *Dosage*: Structure 40-70% of high-risk offenders' time for 3-9 months.
 - e) *Treatment*: Integrate treatment into the full sentence/sanction requirements.
4. Skill Train with Directed Practice (use Cognitive Behavioral treatment methods).
5. Increase Positive Reinforcement.
6. Engage Ongoing Support in Natural Communities.
7. Measure Relevant Processes/Practices.
8. Provide Measurement Feedback

Implementing Evidence Based Practices

Implementing the principles of evidence-based practice in corrections is a tremendous challenge requiring strong leadership and commitment. Such an undertaking involves more than simply implementing a research recommended program or two. These 7 Guidelines provide insight into implementation.

Limit new projects to mission-related initiatives

- Clear identification and focus upon mission is critical within business and the best-run human service agencies.
- When mission scope creep occurs, it has a negative effect on progress, morale, and outcomes.

Assess progress of implementation processes using quantifiable data

- Monitoring system implementations for current, valid information regarding progress, obstacles, and direction changes is pivotal to project success.

Acknowledge and accommodate professional over-rides with adequate accountability

- No assessment tool, no matter how sophisticated, can (or should) replace a qualified practitioner's professional judgment. All professional over-rides need to be adequately documented, defensible, and made explicit.

Focus on staff development, (research, skill development, management of behavioral/ organizational change processes) within the context of a complete training or human resource development program

- Staff need to develop reasonable familiarity with relevant research.
- Informed administrators, information officers, trainers, and other organizational ambassadors are necessary to facilitate this function in larger agencies or systems.

Routinely measure staff practices (attitudes, knowledge, and skills) that are considered related to outcomes

- Critical staff processes and practices should be routinely monitored in an accurate and objective manner to inform managers of the state of the operation.

Provide staff timely, relevant, and accurate feedback regarding performance related to outcomes

- At an organizational level, gaining appreciation for outcome measurement begins with establishing relevant performance measures. Keys: If a certain kind of performance is worth measuring, it's worth measuring right (with reliability and validity); Any kind of staff or offender activity is worth measuring if it is reliably related to desirable outcomes; If performance measures satisfy both the above conditions, these measures should be routinely generated and made available to staff and/or offenders, in the most user-friendly manner possible.

Utilize high levels of data-driven advocacy and brokerage to enable appropriate community services

- In terms of producing sustained reductions in recidivism, the research indicates that the treatment service network and infrastructure is the most valuable resource that criminal justice agencies can access.
- Collaborating and providing research and quality assurance support to local service providers enhances interagency understanding, service credibility, and longer-term planning efforts. It also contributes to the stability and expansion of treatment services

MPRI SEX OFFENDER SPECIFIC SERVICES

Approaches to Addressing Sex Offender Specific Services

Given the profound impact of sex offending on victims and the complex nature of sex offending and sex offenders, comprehensive interventions and systemic responses – tailored to meet the individual levels of risk and needs of offenders – are required.

Collaboration

- Ensure collaboration at both the policy and case management level.
- Include agencies and individuals that affect or are affected by sex offenders.
- Develop multi-disciplinary case management teams to ensure offender accountability, rehabilitation, and victim and community safety.

Victim Centeredness

- Enhance sex offender policy development to ensure that the safety needs of victims are paramount
- Develop and deliver professional training initiatives to educate criminal and juvenile justice system and other actors about the effects of victimization.
- Inform day-to-day supervision practices, especially around policies that may be harmful to victims.
- Assist and support supervision agencies with community notification and education efforts, which should include a component aimed at providing information about sexual assault to community members.

Specialized Knowledge and Training

- Develop specialized sex offender supervision officers and caseloads to ensure strategies and interventions utilized will maximize the likelihood of reducing recidivism and ensuring safe communities.
- Treatment for sex offenders is a highly specialized area. At a minimum, those providing sex offender treatment services should ascribe to Association for the Treatment of Sexual Abusers (ATSA) Standards (www.ATSA.com).
- Comprehensive, specialized assessments and psychosexual evaluations are important to the development of an appropriate supervision and treatment plan for the offender.

Monitoring and Evaluation

- Develop monitoring and evaluation strategies to ensure the integrity, quality and efficacy of sex offender management practices.

Public Education

- Myths and misperceptions about adult and juvenile sex offenders and victims are widespread among the general public. Educate communities about the prevalence and incidence of sexual victimization, and the range of interventions being used to manage sex offenders safely in the community.
- Involve the public in community notification efforts.
- Empower the community to be a part of the solution to this problem.

* For more information, contact the Center for Sex Offender Management, www.csom.org. Also, see the Comprehensive Assessment Protocol as cited above.

SUPPLEMENTAL MENTORING PROGRAM INFORMATION

MPRI Target Population Information

| | Kalamazoo-St. Joseph | Kalamazoo | St. Joseph |
|-------------------------------------------------------------|-----------------------------|------------------|-------------------|
| Total Paroles (Oct 1, 2005 through May 13, 2010) | 1,201 | 1018 | 183 |
| Demographics | | | |
| Population (July 1, 2009) | 310,130 | 248,407 | 61,723 |
| Percent Living Below Poverty Level (2006-08) | 15.9% | 16.3% | 14.1% |
| Unemployment Rate (March, 2010 - Not Seasonally Adjusted) (| 12.3% | 11.7% | 15.3% |

| Kalamazoo/St. Joseph Area MPRI Workforce Development Program Participants | | | |
|----------------------------------------------------------------------------------|--------------|----------------|----------------|
| | Program Year | 2007-08 | 2008-09 |
| Total Enrolled | | 242 | 418 |
| New Enrollments | | 242 | 307 |
| New Enrollments per Month (range) | | 6 - 40 | 16 - 37 |
| Total Terminations | | 25 | 178 |
| Referrals | | 250 | 360 |

Historical Data from Kalamazoo/St. Joseph Counties

The number of parolees does not take into account transfers from other counties. It is estimated that 10% of MPRI parolees have interest in mentoring services. Given that the mentoring program will be in a pilot stage and is a new initiative, limited historical data is available.

Mentoring Program Information

The following information is provided as general background information about the ex-offender population and mentoring programs. It is not specific to the Kalamazoo/St. Joseph area and is not comprehensive.

Field Report on Mentoring Formerly Incarcerated Adults

Public/Private Ventures recently released a field report regarding the evaluation of a mentorship program for ex-offenders titled Mentoring Formerly Incarcerated Adults: Insights from the Ready4Work Initiative

The complete report is available at

http://www.ppv.org/ppv/publication.asp?section_id=22&search_id=&publication_id=265

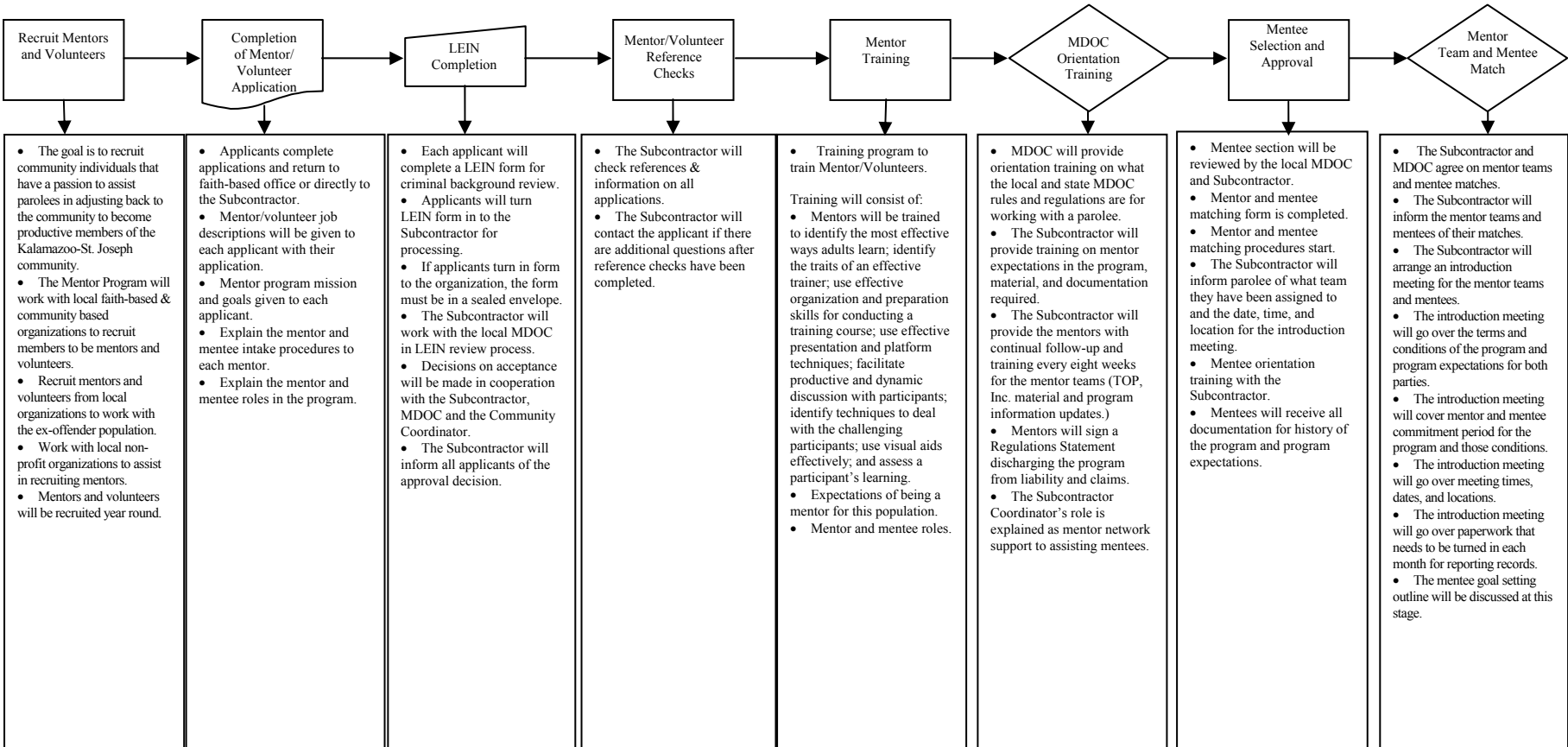
Mentoring Former Prisoners- A Guide for Reentry Programs

In November 2009 Public/Private Ventures released "Mentoring Former Prisoners- A Guide for Reentry Programs" available at http://www.ppv.org/ppv/publications/assets/316_publication.pdf

MPRI DEFINITIONS

- **Assets** are those strengths present in communities and may consist of programs, services, delivery systems, organizational capacities and networks.
- **Barriers** consist of those challenges that impede the effective coordination and delivery of services to meet a recognized need.
- **Case management** describes *how* the services provided to a returning prisoner are coordinated and effectively delivered.
- **Evidence-based practices** refer to those practices that are founded in research and demonstrate a correlation between those practices and recidivism reduction.
- **Gaps** refer to the absence of a specific element or component within a community that renders the service delivery network less effective than it might otherwise be. It may be something that could be addressed through policy change, organizational structural change or funding assistance, or some combination of these.
- **Gender Responsive Strategies** refer to gender relevant approaches to effectively managing and assisting women parolees.
- **Proposed solutions** should describe your plan to effectively use your assets, fill your gaps, and overcome your barriers for each service area.
- **On The Job Training (OJT)** allows the trainee to learn by doing the work in an actual work situation, using employer's procedures and equipment according to the employer's requirements. Employer reimbursement under OJT contracts is designed to motivate employers to hire individuals they might not otherwise consider by helping the employer cover the "extraordinary costs" of hiring and training the individual.
- **Sex offender services** include specialized, sex offender specific assessment, supervision and treatment to effectively manage sex offenders in the community.
- **Work Experience** is characterized as a planned, structured learning experience for a limited period of time, designed to enhance employability through the development of work habits and basic work skills. Work experience maybe paid or unpaid.

MPRI Mentor Program
August 22, 2006



- Contact Log -

Name of MPRI Participant

Month / Year

Organization

Mentor's Name

Telephone #

| Date | Type of Contact | Member(s) Present | Topic/Assignment or Goals Discussed |
|------|-----------------|-------------------|-------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

This log should accurately reflect the contact made by the mentor and the MPRI participant. Please start a new page for each month and sign and date the form after the last entry for the month is made. A copy of this form should be submitted along with the monthly reimbursement report, by the 5th business day of each month, to the Upjohn Institute for documentation of the client's participation level in the program. It should be legible and accurate. If additional space is needed, please use the back of this form or attach an additional page. Please be sure to date any supplemental entries.

Signature of Mentor

Date



Mentoring Regulations:

1. Do not bring any weapons, controlled substances, liquor to meetings;
2. Do not give money, cigarettes, or any other items or gifts to ex-offender or relative of ex-offender;
3. Do not accept money or gifts or take anything from ex-offender or relative of ex-offender;
4. Items or services may not be purchased from the ex-offender.
5. Do not carry/deliver any items for ex-offender;
6. All Mentors must be at least 18 years of age;
7. Mentors may not provide professional services to their assigned ex-offender;
8. Mentors may not be relatives of their assigned ex-offender;
9. Mentors must agree to comply with MDOC and MPRI site polices and procedures;
10. Mentors must agree to respect the confidentiality of information of ex-offenders and agree to the confidentiality agreement below;
11. Mentors must have a criminal background check/LEIN conducted – existence of criminal record
12. Mentors with felony convictions shall only participate with prior approval from the MDOC and the local MPRI site;
13. Dress should be modest and demeanor appropriate;
14. Mentors shall avoid OVER familiarity with ex-offenders;
15. Do not provide the ex-offender with personal and/or vital information about yourself, your family, or other Mentors, such as address, telephone number, etc.
16. You shall not be permitted to attend any ex-offender parole meeting;
17. You shall not write to the ex-offender's parole officer unless an issue of safety, security, a potential parole violation, or as part of the Mentor process;
18. If you see or hear anything that you believe may pose a risk to yours or another's safety and security, notify law enforcement immediately – contact persons at DOC are _____; WHEN IN DOUBT, ASK THE CONTACT PERSON LISTED ABOVE;
19. You shall notify law enforcement or the contact persons immediately if made aware of any criminal activity.
20. Potential Mentors must fully complete forms for participation.
21. Do not meet with ex-offender in private residence or other private place – public settings are appropriate;
22. Potential Mentors must complete an orientation and trainings as determined by the local MPRI;
23. Mentors ARE NOT ADVOCATES AND ARE NOT TO ADVOCATE FOR THE EX-OFFENDER – rather, the duty of Mentor is to support the ex-offender in transitioning back into the community;
24. Mentors shall inform the Mentoring Coordinator of any actions taken regarding the ex-offender;
25. Mentors shall complete and submit the required forms and reports to the appropriate persons/organizations;
26. Failure to follow any of the above regulations, or other DOC rules, local MPRI rules, or any other law or ordinance may result in removal from the Mentor/MPRI program.

27. Removal from the Mentor program shall be determined by any of the following: MDOC, local MPRI or body thereof, local law enforcement;
28. Mentors can be removed without cause by the MDOC, local MPRI or body thereof;
29. All MDOC rules regarding visitation of offenders in prison apply to any Mentor;
30. Mentors shall only be assigned to and assist ex-offenders of the same gender for safety and security reasons;
31. Mentors shall immediately inform the MPRI local contact of any potential conflict of interests involving themselves and any ex-offender, other Mentor, or MPRI member or network organization;
32. These regulations may be changed at any time without notice by the DOC or local MPRI steering committee.

I have read these Regulations and agree and shall abide by them. I understand each regulation and voluntarily agree to participate.

I further agree that I am voluntarily participating with MPRI Mentoring. I understand the purpose and duties of this program, the types of clients that will be referred to me, and the potential hazards and concerns involved. I agree to give up all future claims against MPRI and participate in the MPRI Program. I agree to release MPRI and its partner agencies from all liability for personal injury, property damage, or other in consideration of my participation with the MPRI.

I understand that I am agreeing to voluntarily work with ex-prisoners and persons on parole to the criminal justice system.

I understand and agree that I will not hold Upjohn Institute, Kalamazoo County, the Kalamazoo County Prosecutor's Office, Department of Corrections, or any other law enforcement agency, or other agency, liable or responsible for any incidents arising from participation in the MPRI Program.

I the undersigned further agree to indemnify and hold harmless the Upjohn Institute from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of MPRI, its agents, employees, officers, or representatives, in performing this service.

I the undersigned will not use, disseminate or in any way disclose any Confidential Information, including but not limited to medical records, substance abuse records, or other official information, to any unauthorized person, firm or business, except to the extent necessary for the purposes of the MPRI.

Nothing herein contained in this waiver constitutes nor shall be construed, as a waiver of any governmental immunity that have been provided.

Print Name

Sign Name

Date

Kalamazoo-St. Joseph Employment and Training Program

**BUDGET SUMMARY COST BREAKDOWN
CHART OF ACCOUNTS**

The following contains a description of the line items that appear on the budget documents in these RFP Instructions and any subcontract that is issued as a result of a successful proposal. Therefore, the language contained herein is in the context of a "Chart of Accounts" in a subcontracting instrument.

5010 Salaries/Wages (Staff)

- a. Compensation for personal services includes remuneration, paid currently or accrued, for services rendered during the period of performance under the program, including but not necessarily limited to wages, salaries, and supplementary compensation. The costs of such compensation are allowable to the extent that total compensation for individual employees: (1) is reasonable for the services rendered; (2) follows an appointment made in accordance with State or local government laws and rules and which meets Federal merit system or other requirements, where applicable; (3) is determined and supported as provided in b. below; and (4) is consistent with approved personnel policies and procedures of the Subcontractor.

- b. Amounts charged to program activities for personal services, regardless of whether treated as direct or indirect costs, will be **based on payrolls documented and provided in accordance with generally accepted accounting practices of the State or local government. Payrolls must be supported by certified time and attendance or equivalent records for individual employees.** Salaries and wages of employees chargeable to more than one grant program or other cost category will be supported by distribution of time and effort.

Documentation Requirements*

Time sheets indicating actual time spent on program activities which are signed by the staff member and their supervisor. The program activity must be designated on the time sheet prior to certification.

5090 Fringe Benefits (Staff)

Costs identified are allowable to the extent that total compensation for employees is reasonable and is in conformance with the Subcontractor's personnel policies and procedures.

Benefits in the form of employers' contribution or expenses for social security, employees' life and health insurance plans, unemployment insurance coverage, workmen's compensation insurance, pension plans, severance pay, etc., are allowable provided such benefits are granted under approved plans and are distributed equitably to the program and to all other activities.

F. Documentation Requirements*

Actual cost of fringe benefits are billed up to the limitations identified in the contract. If the rate of a fringe benefit changes, written authorization from the source must be provided to the Contractor. Vendor invoices should be submitted if available.

6060 Copies and Duplication

Costs for copying and duplication services necessary for program operation and accomplishment including but not limited to forms, reports, manuals, media related material, and informational literature, are allowable. Rental, purchase or repair of duplication equipment is an appropriate charge to this category.

Documentation Requirements*

Copies of paid receipts, paid vendor invoices, or certified printing/copy logs where an outside vendor is not used. Copy of rental agreement.

6070 Data Processing

The cost of data processing-related services will be charged to this category. Data Processing-related services include data conversion, computer rental, usage, storage, and repair and maintenance. (Prior written Contractor approval required)

Documentation Requirements*

Method of cost identification and computer printouts defining cost of services rendered. Copies of vendor invoices.

6250 Equipment Purchase >\$5000

- a. Includes cost for non-expendable property, including computer software, with a useful life of one or more years and a unit or system acquisition cost (inclusive of shipping, set-up, etc.) of \$5,000 or more. All equipment in this category requires prior Contractor approval.
- b. Acquisition of automated data processing equipment (by purchase or lease) including hardware/software and programming services are not allowed without prior written approval of the Contractor.
- c. The subcontractor is responsible to maintain an inventory of all equipment (per unit cost of \$5,000 and above) purchased through this agreement.

Documentation Requirements

Procurement and inventory documentation, invoices for equipment purchases provided upon receipt of equipment.

6270 Equipment Purchase <\$5000

Includes purchases for individual property, equipment and computer software costing less than \$5,000. The Subcontractor shall maintain proper controls to ensure adequate inventory and tracking of these items.

Documentation Requirements*

Copies of vendor invoices

6280 Insurance

- a. Cost of insurance incurred for general liability, building, property and participant.
- b. Costs of other insurance in connection with the general conduct of activities are allowable subject to the following limitations:
- (1) Types and extent and cost of coverage will be in accordance with general State or local government policy and sound business practice.
 - (2) Personal liability insurance for WDB members is allowable
 - (3) Insurance policies offering protection against debts established by the Federal Government and State are not allowable.

Reference K
MPRI RFP 2010-5

- (3) Costs of insurance or contributions to any reserve covering the risk of loss of, or damage to, Federal Government property are not allowable.
- c. Contributions to a reserve for a self-insurance program are allowable to the extent that the type of coverage, extent of coverage, and the rates and premiums would have been allowed had insurance been purchased to cover the risks. (REQUIRES PRIOR APPROVAL)
- d. Actual losses which could have been covered by permissible insurance (through an approved self-insurance program or otherwise) are not allowable. However, costs incurred because of losses not covered under nominal deductible insurance coverage and minor losses not covered by insurance, such as spoilage and breakage which occur in the ordinary course of operations, are allowable.

Documentation Requirements*

Copies of vendor invoices

6420 Marketing/Advertising

Included are costs for advertisements in periodicals, newspapers, classified advertisements, news announcements through electric and printed media, production of news releases, and promotional materials for the purpose of outreach, promotion, and public notice.

Documentation Requirements*

Copies of vendor receipts, invoices, for services rendered.

6510 Miscellaneous Expense

Includes costs not identifiable with any of the categories identified herein. Membership dues are allowable when related to the program. All miscellaneous costs require specification in the operational budget.

Documentation Requirements*

Copies of paid receipts, vendor invoices, statements, and logs.

6550 Postage/Mailing

These costs would include those which are associated with postage/handling, (i.e., stamps, postage meter payment to U.S. Post Office, packaging, private courier costs, UPS, Federal Express, etc.)

Documentation Requirements*

Logs, copies of paid receipts, paid vendor invoices, or priced requisitions where an outside vendor is not used.

6590 Professional Services

Costs of consulting/professional services rendered by individuals or organizations not part of the Subcontractor organization are allowable.

Documentation Requirements*

Copies of vendor invoices.

6730 Space/Facility Rental

Includes the cost of space in a building for the benefit of the activity and all parking fees incurred while building is used for program use. Also includes security, maintenance supplies, elevator service, maintenance of grounds, normal repair and alterations.

The cost of space, whether in a privately or publicly owned building, may not exceed the cost of comparable space and facilities in a privately-owned building in the same locality. The cost of space procured for program usage may not be charged to the program for periods of nonoccupancy exceeding thirty days. (REQUIRES PRIOR APPROVAL)

Documentation Requirements*

Copies of paid receipts, invoices and copy of Rental Agreement.

6740 Space/Facility Usage

Costs of buildings are allowable where "rental rate" systems, or equivalent systems that adequately reflect actual costs, are employed. Security, maintenance supplies, elevator service, maintenance of grounds, normal repairs, alterations, and the like, are charged to this category.

Such charges must be determined on the basis of **actual cost** including operation and maintenance. Where these costs are included in usage charges, they may not be charged elsewhere.

Actual expenses, **excluding depreciation**, are allowable for purchases or construction that were financed by federal funds. Capital improvements require prior written approval. Only actual expansion, excluding depreciation, are allowable for purchases or construction that were financed with federal funds.

Documentation Requirements*

Copies of vendor invoices and submittal of a Cost Allocation Plan.

6810 Special Services – Indirect Costs

Indirect costs of services provided within the subcontractors organization which are associated with the production of products or service under the agreement. Costs include: services of a "central office"; human resource services; marketing/public relations; accounting/bookkeeping; disbursing services (cover check or warrant processing), budget preparation (development, preparation, presentation and execution of budgets required for the program), and payroll preparation, etc. No payments will be allowed without submittal of an approved Cost Allocation Plan.

Documentation Requirements*

Copies of cost allocation plan.

6940 Supplies - Office

The cost of materials and supplies necessary to carry out the program is allowable. Purchases made specifically for the program should be charged at their actual prices after deducting all cash discounts, trade discounts, rebates, and allowances received by the grantee.

Withdrawals from general stores or stockroom should be charged at cost consistently using any recognized method of pricing. Shipping or delivery charges are a proper part of supply cost.

The cost of books and/or subscriptions to civic, business, professional, and technical periodicals is allowable when related to the program.

Documentation Requirements*

Reference K
MPRI RFP 2010-5

Copies of paid receipts, paid vendor invoices, supply documentation where an outside vendor is not used, or price per unit.

6960 Telephone

All communication costs including: telephone calls or services, mobile phone plans, facsimile, wide area telephone service (WATS), Centrex, telpak (tie lines), messenger service, repair of equipment, and similar expenses are included.

Purchase of communications hardware and software are not charged to this category. These are charged to "equipment"

Documentation Requirements*

Copies of invoices, vendor receipts and logs for allowable communication charges.

6970 Travel (Staff)

Travel costs are allowable for transportation, subsistence, all travel arrangements including: training conference costs (registration, lodging, air/ground transportation, subsistence), food for meetings, staff workshops, job club food, and related items **incurred by employees specified in the agreement** who are in travel status on **official business** incident to this agreement. Such costs may be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two provided the method used is applied to an entire trip, and results in charges consistent with those normally allowed in similar circumstances according to established Subcontractor travel policies.

Cost of entertainment, travel not related to specific services specified in this agreement, and alcoholic beverages, are costs not chargeable to this agreement.

Such costs must be charged on an actual basis which result in charges consistent with those normally allowed in similar circumstances according to established Subcontractor policies.

NOTE: For use of private vehicles, the Subcontractor must ensure that proper insurance is provided. If the Subcontractor in conducting activities under this agreement uses motor vehicles, the Subcontractor shall ensure that it is protected, and the contractor is held harmless against claims arising from the ownership, maintenance, or use of motor vehicle.

This protection is limited to automobile liability insurance covering bodily injury and property damage. The Subcontractor shall provide the insurance through a DOL approved self-insurance program or through a commercial insurance policy.

The DOL requires a minimum coverage of \$100,000 per person and \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage. If a state or local (or a Federal law applicable to a Subcontractor's operations such as the Farm Labor Contractor Registration Act of 1963 - see 29 CFR 40.14) requires higher coverage, the insurance requirements of such laws shall prevail.

If in DOL program purposes, the DOL shall prorate its share of the premiums, including any additional coverage required to conform to requirements of this paragraph, in accordance with the vehicle's actual use in conducting activities under this agreement.

Transit services used to transport students between training

**Reference K
MPRI RFP 2010-5**

activities/locations, is allowable under line item 7140 – “Participant supportive Services”

Documentation Requirements*

Copies of the log which is maintained by the staff member indicating the destination, number of miles, date, travel time, the rate per mile, receipts and vendor invoice, rental agreements, lodging receipts, etc..

6980 Utilities

These costs include expenditures for gas, electric, oil, water, bottled water, sewage, or other public/private provided utility services.

Documentation Requirements*

Copies of vendor invoices.

7120 Participant - Wages

a. Compensation for personal services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the program, including but not necessarily limited to wages, and benefits. The costs of such compensation are allowable to the extent that total compensation for individual employees: (1) is reasonable for the services rendered; (2) follows an appointment made in accordance with State or local government laws and rules and which meet Federal merit system or other requirements, where applicable; and (3) is determined and supported as provided in b. below. No payment will be paid for hours not worked.

b. Payroll and Distribution of Time: Amounts charged to the program for personal services, regardless of whether treated as direct or indirect costs, will be based on payrolls documented and provided in accordance with generally accepted accounting practices of the State or local government.

Documentation Requirements*

Payrolls must be supported by certified time and attendance or equivalent records for individual employees.

7130 Participant - Fringe Benefits

Benefits allowed for participants whose wages are subsidized by program funds are restricted to employees' contribution or expenses for social security and worker's compensation provided such benefits are granted under approved plans and are distributed equitably to the program and to all other activities.

Documentation Requirements*

The rate which allowable fringe benefits are charged is identified in the contract. If the rate of a fringe benefit changes, written authorization from the source must be provided. Vendor invoices should be submitted if available.

7140 Participant - Supportive Services

Services to enable eligible individuals to participate when they cannot afford to pay for these themselves and support from other sources is not available.

Cost of providing transportation for participant to training site including tokens, passes, and parking. **(Cash payments to participants are not allowed)**. The cost of providing transportation and/or medical services is included. Medical services required for training/employment or for emergency care due to accident, illness or other employment needs such

as TB, x-ray and/or lab tests.

Documentation Requirements*

Vendor invoices, logs, documentation of need. Contractor must approve supportive service procedures before implementation.

NOTE: Lines items 7150, 7160, and 7150 below are for costs training related attributed to non-ITA training. **ITA costs for tuition, fees, and training materials are to be included on the ITA Voucher and are not to be recorded on these line items.**

7150 Participant – Tuition (For costs not included in an ITA Voucher)

Costs of tuition which represent instructional costs which have a direct and immediate impact on participants, single unit charges which represent the direct cost of training (when established as reasonable).

Documentation Requirements*

Copies of invoices, vendor receipt, etc.

7160 Participant – Fees (For costs not included in an ITA Voucher)

Costs of registration, computer and other fees related to entrance into training programs.

Documentation Requirements*

Copies of invoices, vendor receipt, etc.

7170 Participant - Training Materials (For costs not included in an ITA Voucher)

Included are all training materials used in the training of participants including DVDs, software, power point materials, audio-visual presentation, transcripts of audio presentations, computer manuals, textbooks consumable materials used by participants while on the job or in training, safety equipment, protective clothing, etc..

Documentation Requirements*

Copies of invoices, vendor receipt, etc..

7180 Participant - OJT Employer Reimbursement

Payments to employers which represent extraordinary costs associated with the training of unskilled workers. (Specific formulas for making this determination require prior approval of the Contractor.) SUCH COSTS ARE RESERVED FOR CONTRACTORS USE UNLESS OTHERWISE SPECIFIED BY THE CONTRACTOR.

Documentation Requirements*

Provided by the Contractor.

7190 Participant-Performance Payments

Payments made to participants for the achievement of pre-established performance. Participants eligible for performance payments, minimum payment and performance benchmark are established in the Workforce Development Board Guidance Statements and Administrative policies.

Documentation Requirements

Copies of payment logs, transcripts, attendance logs and/or verifications, etc.

Reference K
MPRI RFP 2010-5

* Exempt from submittal with invoice. Will be retained by the Subcontractor and must be maintained to document a clear audit trail for all expenditures charged to this line item.

Michigan Prisoner ReEntry Initiatives Assurances, Certifications, and Stipulations

The requirements of Assurances, Certifications and Stipulations associated with the Michigan Prisoner Re-entry Initiative, as established by the Michigan Department of Corrections shall be incorporated into any contractual agreement and subagreements that may be issues as a result of this solicitation. These include, but are not limited to:

Section 1 – TYPE OF AGREEMENT

In consideration for the services provided under this contract, the CONTRACTOR will provide payment to the SUBCONTRACTOR using the methodology as indicated below.

- [X] COST REIMBURSEMENT: The CONTRACTOR will reimburse the SUBCONTRACTOR for all allowable actual costs of providing services as identified under this contract not to exceed the total costs as specified in the “Budget Summary Cost Breakdown” of this contract.

Section 2 - COMPENSATION

1. The CONTRACTOR agrees to pay to the SUBCONTRACTOR the sum of up to \$XXXXXX for the services provided pursuant to this agreement and “Budget Summary Cost Breakdown.” The CONTRACTOR will compensate the SUBCONTRACTOR for allowable expenditures submitted on a monthly basis as defined in “Reporting” of this Agreement.
2. Any deviation from the “Budget Summary Cost Breakdown” will require a modification to the Contract. See “Amendments or Changes in Agreement.”
3. The SUBCONTRACTOR shall be responsible for any travel expenses incurred in the execution of this agreement. (“Budget Summary Cost Breakdown”) Travel reimbursements shall be allowed solely in compliance with the STATE of Michigan’s standardized travel regulations.
4. This agreement is subject to availability of funding from the Legislature.
5. Set forth below are liquidated damages for:
 - a. Failure to submit timely SUBCONTRACTOR invoicing to the CONTRACTOR may subject the SUBCONTRACTOR to liquidated damages up to the amount billed.
 - b. The use of subcontracts or agreements that have not been submitted and approved by the CONTRACTOR shall subject the SUBCONTRACTOR to liquidated damages up to the amount billed for any month during which an unapproved agreement or subcontractor delivered services.
 - c. Failure to submit the completed monthly expenditure report and monthly reports within the timeframe as determined by the CONTRACTOR may result in liquidated damages up to the amount of bill in question.
 - d. Failure to comply with requirements of any proposed agreement may result in liquidated damages of up to \$50,000.00
6. Payment shall be contingent upon receipt of proper documentation from the SUBCONTRACTOR.

7. **Allowable Costs:** All expenditures charged against this SUBCONTRACT, for which payment will be made, must be in conformance with cost principles promulgated by the State of Michigan and other such restrictions and limitations as may be imposed through this Agreement.
8. Expenditures charged to this Agreement will conform to the specifications set forth in “Performance Adjustments” and “Budget Summary Cost Breakdown” of this Contract in accordance with the specific type of agreement executed.
9. **Performance Adjustments:** The CONTRACTOR reserves the right to withhold payment equal to ten percent (10%) of reported expenditures through the end of the contract period if actual performance for each of the “Major” goals under “Performance Specifications” of this Agreement are not achieved at an eighty-five percent (85%) rate and if the completion of all “products” and/or outcomes are not achieved as stated under “Deliverables.”
10. **Budget Summary Cost Breakdown:** The approved Budget Summary Cost Breakdown identifies the allowable categories under which costs may be incurred and invoiced.
11. **Budget Summary Chart of Accounts:** The Chart of Accounts will be used to identify specific items to be charged to each line item approved in the Budget Summary Cost Breakdown.

Section 3 - COST LIABILITY

The CONTRACTOR assumes no responsibility or liability for costs incurred by the SUBCONTRACTOR prior to the effective date of the agreement. Total liability of the CONTRACTOR is limited to the terms and conditions of this agreement.

Section 4 - NOTICE AND RIGHT TO CURE

In the event of a curable breach by the SUBCONTRACTOR, the CONTRACTOR shall provide the SUBCONTRACTOR written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the CONTRACTOR determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

Section 5 – PERFORMANCE REVIEWS AND AUDITS

1. The CONTRACTOR may review with the SUBCONTRACTOR their performance under the agreement. Performance reviews shall be conducted quarterly, semi-annually or at a minimum, annually, depending on the SUBCONTRACTOR’S past performance with the CONTRACTOR. Performance Reviews shall include, but not be limited to, quality of products/services being delivered and provided, timelines of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer services, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of this agreement.

Upon a finding of poor performance, which has been documented by the CONTRACTOR, the SUBCONTRACTOR shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by the CONTRACTOR, the agreement may be canceled for default. Delivery by the SUBCONTRACTOR of unsafe and/or adulterated or off-condition products to any STATE agency is considered a material breach of this agreements and subject to the cancellation provisions contained herein.

2. The SUBCONTRACTOR agrees that the CONTRACTOR or STATE may, upon 24-hour notice, perform an audit at the SUBCONTRACTOR'S location(s) to determine if the SUBCONTRACTOR is complying with the requirements of this agreement. The SUBCONTRACTOR agrees to cooperate with the CONTRACTOR and STATE during the audit and produce all records and documentation that verifies compliance with the requirements of this agreement.
3. The CONTRACTOR will conduct a formal on-site review of the SUBCONTRACTOR'S operations and fiscal administration. At a minimum, the review will include:
 - a. Compliance with agreement specifications.
 - b. Compliance with applicable licensure requirements.
 - c. Compliance with pertinent Federal and State statutes.
 - d. Compliance with participants being informed verbally and in writing of both formal and informal complaint/grievance procedures at the time of intake and through their participation in the program.
 - e. All grievance procedures, EO information, Department of Labor laws, program accessibility and non-discrimination policies are posted in high traffic areas and shared electronically on a regular basis with staff.
 - f. Progress in resolving corrective actions required by prior assessments.
 - g. Written reports to subcontractors regarding the results of review, recommendations for improving performance, and a timetable for resolving outstanding issues.

Section 6 - CANCELLATION

The CONTRACTOR may cancel this agreement without further liability or penalty to the CONTRACTOR and STATE, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the SUBCONTRACTOR. In the event that the SUBCONTRACTOR breaches any of its material duties or obligations under the agreement, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the CONTRACTOR, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the CONTRACTOR may, having provided written notice of cancellation to the SUBCONTRACTOR, cancel this agreement in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this agreement is cancelled for cause, in addition to any legal remedies otherwise available to the CONTRACTOR by law or equity, the SUBCONTRACTOR shall be responsible for all costs incurred by the CONTRACTOR in canceling the agreement, including but not limited to, CONTRACTOR administrative costs, attorneys fees and court costs, and any additional costs the CONTRACTOR may incur to procure the services required by this agreement from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the agreement.

In the event the CONTRACTOR chooses to partially cancel this agreement for cause, charges payable under this agreement will be equitably adjusted to reflect those services that are cancelled.

In the event this agreement is cancelled for cause pursuant to this section, and it is thereafter determined, for any reason, that the SUBCONTRACTOR was not in breach of agreement pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the agreement for a cancellation for convenience.

2. Cancellation for Convenience by the CONTRACTOR. The CONTRACTOR may cancel this agreement for its convenience, in whole or part, if the CONTRACTOR determines that such a cancellation is in the CONTRACTOR'S best interest. Reasons for such cancellation shall be left to the sole discretion of the CONTRACTOR and may include, but not limited to (a) the CONTRACTOR no longer needs the services or products specified in the agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the agreement services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the CONTRACTOR. The CONTRACTOR may cancel the agreement for its convenience, in whole or in part, by giving the SUBCONTRACTOR written notice 30 calendar days prior to the date of cancellation. If the CONTRACTOR chooses to cancel this agreement in part, the charges payable under this agreement shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the CONTRACTOR to effect continued payment under this agreement are not appropriated or otherwise made available. The SUBCONTRACTOR acknowledges that, if this agreement extends for several fiscal years, continuation of this agreement is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the CONTRACTOR shall have the right to cancel this agreement at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the SUBCONTRACTOR. The CONTRACTOR shall give the SUBCONTRACTOR written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the SUBCONTRACTOR, an officer of the SUBCONTRACTOR, or an owner of a 25% or greater share of the SUBCONTRACTOR, is convicted of a criminal offense incident to the application for or performance of a STATE or CONTRACTOR, public or private contract or subcontract; or convicted of a criminal offense, including but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan and CONTRACTOR employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the CONTRACTOR, reflects upon the SUBCONTRACTOR'S business integrity.
5. Approvals Rescinded. The CONTRACTOR may terminate this agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to the SUBCONTRACTOR or may be effective as of the date stated in such written notice.

Section 7 - RELATIONSHIP OF THE PARTIES

The relationship between the CONTRACTOR and the SUBCONTRACTOR is that of client and independent contractor. No agent, employee, or servant of the SUBCONTRACTOR or any of its subcontractors shall be deemed to be an employee, agent, or servant of the CONTRACTOR or STATE for any reason. The SUBCONTRACTOR will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this agreement.

Section 8 - SUBCONTRACTION AND ASSIGNABILITY

1. The SUBCONTRACTOR may not assign this agreement or enter into any subcontracts for the purpose of fulfilling this agreement without the prior written permission of the CONTRACTOR.
2. The SUBCONTRACTOR is not authorized to enter into subcontracts for the purpose of implementing programs and services identified in this agreement without prior written approval from the CONTRACTOR. Any expense defined in this agreement that may relate to subcontracted activity does not constitute prior written approval.
3. Upon approval of subcontracting request: The SUBCONTRACTOR will be required to assume responsibility for all contractual activities offered in this agreement whether or not that SUBCONTRACTOR performs them. Further, the CONTRACTOR will consider the SUBCONTRACTOR to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated agreement. If any part of the work is to be subcontracted, subcontractors shall be selected through an open and competitive procurement process in accordance with State and local procurement procedures.
4. Upon selection of any subcontractor(s), the SUBCONTRACTOR shall provide the CONTRACTOR with a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities should be included. The CONTRACTOR reserves the right to approve subcontractors for this agreement and to require the SUBCONTRACTOR to replace subcontractors found to be unacceptable. The SUBCONTRACTOR is totally responsible for adherence by the subcontractor to all provisions of this agreement.

Section 9 - AMENDMENTS OR CHANGES IN AGREEMENT

1. This instrument contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall be valid or binding; and this agreement may not be enlarged, modified, or altered except in writing. In the event of any conflicts between the specifications, terms and conditions indicated by the CONTRACTOR and those indicated by the SUBCONTRACTOR, those of the CONTRACTOR take precedence.
2. The proposal submitted and requisite revisions and clarifications, accepted by the CONTRACTOR for the award of this Agreement, are incorporated as part of this Agreement by reference.
3. The CONTRACTOR may at any time, by written order, make revisions to the general scope of this AGREEMENT. If any such change causes an increase or decrease in the cost of, or time required for, the performance of any part of the work under this AGREEMENT, whether changed or not by any such order, an equitable adjustment shall be made in the applicable amount or delivery schedule, or both, and the AGREEMENT shall be modified in writing accordingly. Any claim by the SUBCONTRACTOR for adjustment under this clause must be requested within thirty (30) calendar days from the date of receipt by the SUBCONTRACTOR of the notice of modification; provided, however, that the CONTRACTOR may act upon such claim at any time prior to the final payment under this AGREEMENT if the CONTRACTOR deems such action appropriate. Nothing in this subsection shall excuse the SUBCONTRACTOR from proceeding with the AGREEMENT as modified.
4. Where the SUBCONTRACTOR cannot conform to the changes required by federal or state laws, local Workforce Development policies and/or regulations promulgated pursuant thereto, the SUBCONTRACTOR shall notify the CONTRACTOR in writing that it cannot so conform. The CONTRACTOR shall then establish the standards for the termination of the SUBCONTRACTOR'S

- programs, in whole or in part, and will terminate the AGREEMENT, in whole or in part, as soon as practical. The best interests of the participants shall be the primary consideration in establishing standards for such termination.
5. It is understood and agreed by the parties hereto that this AGREEMENT must at all times be in compliance with State policies and regulations. Revisions, interpretations, and clarifications of State policies and regulations to be made by the State of Michigan or the Michigan Department of Corrections during the AGREEMENT period are automatically incorporated as part of this AGREEMENT and have the effect of qualifying the terms of this AGREEMENT. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties hereto that this AGREEMENT may be amended in the following manner.
 - a. The CONTRACTOR may propose amendments to the AGREEMENT which will be deemed accepted and effective immediately (or a date specified) upon signature of the modification signature sheet by the SUBCONTRACTOR.
 - b. The CONTRACTOR shall have the right to unilaterally modify this AGREEMENT when:
 - (1) Adequate funds are not available with which to continue services specified within this AGREEMENT, or
 - (2) The SUBCONTRACTOR has failed to respond to corrective action requests or procedures promulgated by the CONTRACTOR within the time period specified, or
 - (3) Implementation of changes in federal or state laws, local Workforce Development Board policies and/or regulations is required.
 - c. The SUBCONTRACTOR may request a modification to this AGREEMENT. The request must be in writing, include explicit justification for the modification, include specific language changes to be made, and the date the changes should be made effective. The CONTRACTOR reserves the right to accept or reject the SUBCONTRACTOR'S request for modification, in whole or in part, if it is in the best interest of the Michigan Works Area's employment and training program.
 6. Except as provided herein, any alterations, additions, or deletions to the terms of this AGREEMENT shall be by amendment hereto in writing and executed by both parties to this AGREEMENT. To be effective, any amendment pursuant to this subsection must be signed by the CONTRACTOR'S authorized representative(s).
 7. The SUBCONTRACTOR understands and agrees that it may initiate only one modification to this AGREEMENT per fiscal quarter. The SUBCONTRACTOR may propose amendments to the AGREEMENT which, if accepted and executed by both parties, shall become effective as of the first work day of the federal fiscal quarter subsequent to the quarter in which submitted, except as determined otherwise.

Section 10 - NON-DISCRIMINATION

In the performance of an agreement, the SUBCONTRACTOR agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The SUBCONTRACTOR further agrees that every subcontract entered into for the performance of any agreement resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Persons With Disabilities Civil

Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the agreement.

The SUBCONTRACTOR must insure that they will not, under any circumstances, deny services on the basis of faith or the client's decisions or behavior related to participation in faith-based activities or services. The SUBCONTRACTOR shall additionally insure that funds made available through this AGREEMENT shall not be used to actively proselytize any client receiving services.

An "Equal Opportunity Policy Statement" (Form A) will be signed by the SUBCONTRACTOR'S authorized representatives and will become part of this AGREEMENT.

Section 11 - WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the CONTRACTOR pursuant to this agreement, the SUBCONTRACTOR shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. The SUBCONTRACTOR shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable STATE agency rules on these matters. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.michigan.gov/mdcs. The SUBCONTRACTOR shall take any additional precautions as the STATE may reasonably require for safety and accident prevention purposes. Any violation by the SUBCONTRACTOR of such safety requirements, rules, laws or regulations shall be a material breach of the agreement subject to the cancellation provision contained herein.

Section 12 - STATE LAWS

All purchase orders or blanket purchase orders are subject to, shall be governed by, and construed in accordance with the laws of the STATE of Michigan. Any dispute arising herein shall be resolved in the STATE of Michigan

Section 13 - ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder/SUBCONTRACTOR hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the Antitrust Laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

Section 14 - UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the CONTRACTOR shall not award an agreement or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A SUBCONTRACTOR of the CONTRACTOR, in relation to the agreement, shall not enter into an agreement with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the CONTRACTOR may void any agreement if, subsequent to award of the agreement, the name of the SUBCONTRACTOR an employer, or the name of the subcontractor, manufacturer or supplier of the SUBCONTRACTOR appears in the register.

Section 15 - SUBCONTRACTOR'S LIABILITY INSURANCE

The SUBCONTRACTOR is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the STATE and CONTRACTOR from claims which may arise out of or result from the SUBCONTRACTOR'S performance of services under the terms of this agreement, whether such services are performed by the SUBCONTRACTOR, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The SUBCONTRACTOR waives all rights against the CONTRACTOR and the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the SUBCONTRACTOR is required to maintain pursuant to this agreement. The SUBCONTRACTOR also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this agreement is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the CONTRACTOR and STATE.

The insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the CONTRACTOR and STATE.

The CONTRACTOR and STATE reserves the right to reject insurance written by an insurer the CONTRACTOR and STATE deems unacceptable.

BEFORE THE AGREEMENT IS SIGNED BY BOTH PARTIES, THE SUBCONTRACTOR'S INSURANCE AGENCY MUST FURNISH, TO THE CONTRACTOR, ORIGINAL CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CERTIFICATE(S) MUST BE ON THE STANDARD "ACCORD" FORM. THE AGREEMENT OR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. THE SUBCONTRACTOR NAME AND SERVICE PROVIDED MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice except for 10 days for non-payment of premium, having been given to the CONTRACTOR. Such NOTICE must include the AGREEMENT NUMBER affected and provided to the CONTRACTOR.

The SUBCONTRACTOR is required to provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:

\$2,000,000.00 General Aggregate Limit other than Products/Completed Operations
\$2,000,000.00 Products/Completed Operations Aggregate Limit
\$1,000,000.00 Personal & Advertising Injury Limit
\$1,000,000.00 Each Occurrence Limit
\$ 500,000.00 Fire Damage Limit (any one fire)

The SUBCONTRACTOR must list the CONTRACTOR and the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED(S) on the Commercial General Liability policy.

2. If a motor vehicle is used to provide services or products under this agreement, the SUBCONTRACTOR must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in SUBCONTRACTOR'S business for bodily injury and property

damage as required by law.

The SUBCONTRACTOR must list the CONTRACTOR and the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

- 3. Workers' disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a state fund or if SUBCONTRACTOR has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that SUBCONTRACTOR has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the states where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:
 - \$100,000.00 each accident

 - \$100,000.00 each employee by disease

 - \$500,000.00 aggregate disease

Section 16 - INDEMNIFICATION

1. For purposes of this Section,

STATE means the State of Michigan, its departments, divisions, agencies, offices, sections, commissions, officers, employees and agents.

CONTRACTOR means the Upjohn Institute for Employment Research, its divisions, sections, officers, employees, and agents.

SUBCONTRACTOR means Goodwill Industries of Southwestern Michigan, its divisions, sections, officers, employees, and agents.

2. General Indemnification

To the fullest extent permitted by law, the SUBCONTRACTOR shall indemnify, defend and hold harmless the CONTRACTOR and STATE from and against all lawsuits, losses, liabilities, penalties, fines, damages and claims (including taxes) or any other proceeding brought against the CONTRACTOR and STATE by any third party (which for the purposes of this provision shall include, but not be limited to, employees of the CONTRACTOR and STATE, the SUBCONTRACTOR and any of its subcontractors), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- a. any breach of this agreement or negligence or intentional tortious act by the SUBCONTRACTOR or any of its subcontractors, or by anyone else for whose acts any of them may be liable, in the performance of this agreement;

- b. the death or bodily injury of any person or the damage, loss or destruction of any real or personal property in connection with the performance of this agreement by the SUBCONTRACTOR, or any of its subcontractors, or by anyone else for whose acts any of them may be liable provided, and to the extent that the injury or damage was caused by the fault or negligence of the

SUBCONTRACTOR.

- c. any act or omission of the SUBCONTRACTOR or any of its subcontractors in their capacity as an employer in the performance of this agreement;
 - d. any claim, demand, action or legal proceeding against the CONTRACTOR and STATE arising out of or related to occurrences, if any, that the SUBCONTRACTOR is required to insure against as provided in this agreement up to the limits of the required insurance.
3. Indemnification Obligation Not Limited

In any and all claims against the CONTRACTOR and STATE by any employee of the SUBCONTRACTOR or any of its subcontractors, the indemnification obligation under the agreement shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the SUBCONTRACTOR or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or any other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

4. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early cancellation of the agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

Section 17 - RECORD MANAGEMENT, RETENTION, AND ACCOUNTABILITY

1. The SUBCONTRACTOR shall implement internal management systems as are necessary to ensure program and fiscal accountability and that the reporting, data collection, and client tracking and program outcome requirements for the MPRI Initiative, as specified in this agreement, are met to their fullest extent.
2. The SUBCONTRACTOR will track data for the MPRI as defined by the State of Michigan and/or the CONTRACTOR and as reporting requirements and systems are made available, the SUBCONTRACTOR will arrange for all staff responsible to attend training as scheduled by the CONTRACTOR and/or the Michigan Department of Corrections.
3. The SUBCONTRACTOR will maintain an offender record management system which protects offender confidentiality and provides a complete record of program activity for each offender.
4. The SUBCONTRACTOR will provide for reporting and analysis of offender profile and program participation data consistent with policies and procedures set by the STATE and/or CONTRACTOR or both the STATE and CONTRACTOR.
5. The SUBCONTRACTOR will maintain adequate documentation for each individual participant which shall include, but is not limited to, the following forms with appropriate dates and signature:
 - A. Registration Form
 - B. Equal Opportunity Notice
 - C. Grievance Procedure
 - D. CFJ-140 Referral Form
 - E. Release of Information
 - F. Transition Accountability or Individual Service Strategy Plan
 - G. Supportive Service Log
 - H. Case Notes

I. Retention Documentation

The SUBCONTRACTOR agrees to keep complete and accurate books of account and to make them available to the CONTRACTOR and STATE and their agents and representatives for audit. All such records, documents, and financial statements pertinent to this agreement shall be retained for a period of **ten years** unless audited before then.

Where the SUBCONTRACTOR'S current staffing resources are not sufficient to fulfill the State's required data collection and tracking requirement, not otherwise identified in this agreement, the SUBCONTRACTOR shall provide the CONTRACTOR written notice of the void including a description of such remedies as would be necessary to rectify the situation.

The CONTRACTOR may, upon assessment of the described need and remedies, determine the need to revise or modify this agreement to incorporate such resources as may be necessary to address the discrepancies. Such revisions and modifications shall be consistent with the MPRI Comprehensive Plan and is contingent up the availability of resources.

Section 18 – INTERNET ACCESS

The SUBCONTRACTOR shall comply with the Michigan Department of Corrections' Policy Directive *01.04.104 Internet Access*, if the SUBCONTRACTOR receives approval to use a STATE computer with Internet access. The SUBCONTRACTOR is responsible for obtaining a copy of the above-mentioned Policy Directive from the STATE and a written receipt verifying such.

Section 19 - DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT (FOIA)

All information in this agreement and any attachments thereto is subject to disclosure under the provisions of Public Act No. 442 of 1976, known as the "Freedom of Information Act," as amended, MCL 15.231, et seq.

Section 20 - CONFORMITY WITH STATE LAW

This agreement shall be subject to and interpreted in accordance with the substantive law of the State of Michigan.

Section 21 - NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written CONTRACTOR and STATE approval, and then only in accordance with the explicit written instructions from the CONTRACTOR and STATE. No results of the program (which are not the result of research) are to be released without prior approval of the CONTRACTOR and STATE and then only to persons designated. With regard to research reports, the CONTRACTOR and STATE reserves the right to review any reports or publications for factual accuracy of descriptive statements concerning the CONTRACTOR and STATE prior to issuance, and may request a file copy of all reports of potential value to the CONTRACTOR and STATE.

Section 22 - REPRODUCTION AND USE OF MATERIALS

The CONTRACTOR and STATE are granted permission in perpetuity to reproduce and distribute any copyright and other materials that are generated as a result of this agreement.

Section 23 – TAX PAYMENT

The SUBCONTRACTOR is expected to collect and pay all applicable Federal, STATE, and local employment taxes, including use tax, for all persons involved in the resulting agreement.

Section 24 - CONFIDENTIALITY OF INFORMATION

The STATE, CONTRACTOR and SUBCONTRACTOR each acknowledge that the other possess and will continue to possess confidential information that has been developed or received by it. Confidential Information of the SUBCONTRACTOR shall mean all non-public proprietary information of the SUBCONTRACTOR (other than Confidential Information of the STATE or CONTRACTOR as defined below) which is marked confidential, restricted, proprietary, falls within the category of "personal information" as defined by PA 452 of 2004 (Identity Theft Prevention Act) or labeled with a similar designation. Confidential Information of the STATE and CONTRACTOR shall mean any information is retained in confidence by the STATE or CONTRACTOR (or otherwise required to be held in confidence by the STATE or CONTRACTOR pursuant to applicable Federal, STATE and local laws and regulations) or which, in the case of tangible materials provided to the SUBCONTRACTOR by the STATE or CONTRACTOR pursuant to its performance under this agreement, is marked as confidential, proprietary or with a similar designation by the STATE or CONTRACTOR. In the case of information of either the SUBCONTRACTOR, CONTRACTOR or the STATE, Confidential Information shall exclude any information (including this agreement) that is publicly available pursuant to the Michigan Freedom of Information Act.

The SUBCONTRACTOR shall respect the confidentiality of employee and offender files and shall not discuss medical record information or other official information or reports with unauthorized persons. Personal information is not to be divulged for other than legitimate, authorized business purposes. Offender files and employee personnel files may be removed from a facility only with approval of the Michigan Department of Corrections' Director or respective Deputy Director, Warden or Field Operations Administration Regional Administrator, and the CONTRACTOR.

Section 25 – PROTECTION OF CONFIDENTIAL INFORMATION

The SUBCONTRACTOR will use care to prevent disclosing to third parties the Confidential Information of the STATE and CONTRACTOR as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither the SUBCONTRACTOR nor the CONTRACTOR or STATE will (i) make any use of the Confidential Information of the other except as contemplated by this agreement, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other parties. Each party will limit disclosure of the other party's Confidential Information to employees and subcontractors who must have access in order to fulfill the purposes of this agreement. Disclosure to, and use by, a subcontractor is permissible where (i) use of a subcontractor is authorized under this agreement, (ii) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such subcontractor's scope of responsibility, and (iii) the SUBCONTRACTOR obligates any other subcontracts in a written agreement to maintain the STATE and CONTRACTOR's Confidential Information in confidence. At the CONTRACTOR or STATE's request, any employee of the SUBCONTRACTOR having access or continued access to the STATE's Confidential Information may be required to execute an acknowledgement that the employee has been advised of the SUBCONTRACTOR's obligations of confidentiality and of the employee's obligation to the SUBCONTRACTOR, as the case may be, to protect such Confidential Information from unauthorized use or disclosure.

Section 26 – EXCLUSIONS

Notwithstanding the foregoing, the provisions of confidentiality will not apply to any particular information which the STATE, CONTRACTOR, or SUBCONTRACTOR can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the

public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

Section 27 – NO IMPLIED RIGHTS

Nothing shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

Section 28 – REMEDIES

The STATE, CONTRACTOR and SUBCONTRACTOR acknowledge that, if it breaches (or attempts or threatens to breach) its obligations in confidentiality, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach). Further, if the STATE or CONTRACTOR determines through a security assessment that a breach has occurred, the provisions of the SUBCONTRACTOR's Liability Insurance Section in this agreement shall be applied to the fullest extent necessary.

Section 29 – SECURITY BREACH NOTIFICATION

In the event of a breach of confidentiality, the SUBCONTRACTOR shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and STATE laws and regulations. The SUBCONTRACTOR and the CONTRACTOR will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. The SUBCONTRACTOR shall report to the CONTRACTOR in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the agreement within ten (10) days of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances, and/or required by law.

Section 30 – SURVIVAL

The parties' respective obligations under confidentiality shall survive the termination or expiration of this agreement for any reason.

Section 31 – DESTRUCTION OF CONFIDENTIAL INFORMATION

Promptly upon termination or cancellation of the agreement for any reason, the SUBCONTRACTOR shall certify to the CONTRACTOR in writing, that the SUBCONTRACTOR has destroyed all CONTRACTOR or STATE Confidential Information.

Section 32 – IDENTIFY INFORMATION PROTECTION

The SUBCONTRACTOR assures that any data and or material which may be classified as sensitive, confidential, and/or personal information, as defined by Public Act 452 of 2004, the Identity Theft Prevention Act, which comes into the SUBCONTRACTOR'S possession through any purchase order or contractual agreement resulting through the course of doing business with the CONTRACTOR, in

performing work required as part of an awarded purchase order or contractual agreement, will be treated as confidential information and guarded from public access while in the SUBCONTRACTOR'S possession. When the need for access to the information has ended, the SUBCONTRACTOR assures that the data/material will either be returned to the CONTRACTOR, or disposed if in accordance with the Act or as directed by the CONTRACTOR.

Section 33 – GENERAL AND ADMINISTRATIVE PROVISIONS

The SUBCONTRACTOR agrees to undertake, perform, and complete the following in accordance with the terms and conditions of this agreement:

1. Participate in program reviews as prescribed by the local Steering Teams, the CONTRACTOR and the STATE. (Also see Section 5 “Performance Reviews and Audits” of this Agreement.)
2. The SUBCONTRACTOR shall maintain a financial management system which fully and accurately accounts for the use of funds. At a minimum, the system shall provide for:
 - a. Maintenance of a separate special revenue fund for MPRI programs.
 - b. A uniform accounting system which conforms to generally accepted accounting principles.
 - c. A system of source documentation to support disbursements and expenditures and proper allocation of costs in accordance with applicable cost principles.
 - d. Monthly reporting of the financial data in accordance with the CONTRACTOR reporting requirements. (See Section 38 “Reporting.”)
 - e. Effective control and accountability for all agreement funds and real property acquired.
 - f. The SUBCONTRACTOR will be responsible for the legitimacy of all expenditures, reported. Any expenditures that are determined to be disallowed will require repayment by the SUBCONTRACTOR. Questions on disallowed expenditures can be referred to CONTRACTOR program accountants.
 - g. Timely preparation of year-end close out report(s) within 30 days of the expiration date of the agreement.
 - h. Policies and procedures of the Workforce Development Board and the SUBCONTRACTOR will be adhered to for the procurement of goods and services that provide guidelines for securing bids, and reasonable assurance that the goods and services are purchased in a cost-effective, fair and equitable manner.
 - i. Financial obligations incurred after the effective termination date of this agreement will be the responsibility of the SUBCONTRACTOR, the provider of services.
 - j. MPRI funds may be used as matching funds, with the approval of the CONTRACTOR, to acquire additional resources from both public and private sources. Those additional resources are to be used to provide additional services to the target populations.

Section 34 - REPORTING

1. **Quarterly Report:** The purpose of the Quarterly Report is for the Subcontractor to submit a narrative description and analysis of service delivery and program performance for the preceding quarter. This will enable the CONTRACTOR to strengthen their understanding of the day-to-day operations and to examine the quality assurance for each program. The information submitted may also be used by the CONTRACTOR for preparing reports to Michigan Department of Corrections, the WDB and/or the County Boards.

Responses should include specific information regarding performance, program achievements, challenges, participant impact and continuous improvement. Lengthy data tables are not to be included in this narrative report unless specifically requested.

1. **Invoiced and Uninvoiced Cost Reports** – Provided by the SUBCONTRACTOR’S Business Office to report accrued and actual expenses for a specified period. The report is used to assess expenditure experience as well as expenditure compliance. These reports are to be submitted to the CONTRACTOR’S Business Office as follows:

Invoices are due quarterly by 9:00 a.m. on the 10th calendar day, or the preceding Friday if the 10th calendar falls on a weekend.

Uninvoiced Cost Report is due monthly by 9:00 a.m. on the 10th calendar day, or the preceding Friday if the 10th calendar day falls on a weekend. Submittal of documentation with invoices is not required.

The SUBCONTRACTOR shall maintain onsite documentation to support all invoiced costs. (Also see Section 6 “Compensation”)

3. **Budget:** The SUBCONTRACTOR will ensure all budgets and modifications to approved budgets are reviewed and approved by the SUBCONTRACTOR’S Business Office to ensure the projected expenditures and expenditure plans are necessary, reasonable, accurate and consistent with the services/activities proposed under this Contract.
4. **Invoicing:** The SUBCONTRACTOR will ensure that all invoices submitted for payment are reviewed and approved by the SUBCONTRACTOR’S Business Office to: verify existence of appropriate documentation supporting reported expenditures; and verify expenditures reported are in conformance with State and local cost policies as specified in the Agreement.
5. **Special Report and Requests** - In addition to information and reports identified under specific sections of this contract, the SUBCONTRACTOR shall, as requested provide specific information regarding activities conducted under this contract. The time frame for submittal of special reports/requests will be included with the request and the information is to be provided in accordance with the guidelines established with the request.

THE EVIDENCE BASED CORRECTONAL PROGRAM CHECKLIST (CPC)

Assessing Program Fidelity and Quality

What are we assessing?

Program integrity: degree to which a program meets the principles of effective intervention

Program quality: degree to which a program delivers interventions and services in a systematic and consistent manner

The Correctional Program Checklist (CPC)

The CPC is a tool for assessing programs based on empirical criteria — unlike traditional process evaluations or audits that simply measure if you are doing what you say you are — maybe, but practice may not be effective.

Designed to assess a program like you would an offender

Can be used to: evaluate, improve, fund, and design programs

Generates a report that identifies for each of the six areas:

- Strengths
- Areas that Need Improvement
- Recommendations
- Rating for Each Area
- Score for Each Area
- Overall Score
- Comparison of Program Scores to Average Scores Across All Programs Assessed

Examines 6 areas:

- Program Implementation
- Offender Classification and Assessment
- Program Characteristics
- Staff Characteristics
- Evaluation
- Other

Methodology involves:

- Staff, client, and family interviews
- Surveys of staff
- Observation of service delivery process
- Review of program documentation

SUMMARY OF THE EVIDENCE BASED CORRECTONAL PROGRAM CHECKLIST (CPC)

The Evidence Based Correctional Program Checklist (CPC) is a tool we developed for assessing correctional intervention programs,¹ and is used to ascertain how closely correctional programs meet known principles of effective intervention. Several recent studies conducted by the University of Cincinnati on both adult and juvenile programs were used to develop and validate the indicators on the CPC. These studies found strong correlations with outcome between both domain areas and individual items (Holsinger, 1999; Lowenkamp and Latessa, 2003, Lowenkamp, 2003; Lowenkamp & Latessa, 2005a; Lowenkamp and Latessa, 2005b). We have also conducted over 400 program assessments across the country and have developed a large database on correctional intervention programs.²

The CPC is divided into two basic areas; content and capacity. The capacity area is designed to measure whether a correctional program has the capability to deliver evidence based interventions and services for offender. There are three domains in the capacity area including: Leadership and Development, Staff, and Quality Assurance. The content area focuses on the substantive domains of Offender Assessment and Treatment, and the extent to which the program meets the principles of risk, need, responsivity and treatment. There are a total of seventy-seven indicators, worth up to 83 total points that are scored during the assessment. Each area and all domains are scored and rated as either “highly effective” (65% to 100%); “effective” (55% to 64%); “needs improvement” (46% to 54%); or “ineffective” (45% or less). The scores in all five domains are totaled and the same scale is used for the overall assessment score. It should be noted that not all of the five domains are given equal weight, and some items may be considered “not applicable,” in which case they are not included in the scoring.

Data are collected through structured interviews with selected program staff and program participants, and observation of groups and services. In some instances surveys may also be used to gather additional information. Other sources of information include policy and procedure manuals, schedules, treatment materials, manuals, and curriculums, a review of a sample of case files and other selected program materials. Once the information is gathered and reviewed the program is scored, and a report is generated which highlights the strengths, areas that need improvement, and recommendations for each of the five areas. Program scores are also compared to the average from across all programs that have been assessed.

There are several advantages to the CPC. First, it is applicable to a wide range of programs (adult, juvenile, community, institutional, etc.). Second, all of the indicators included in the CPC have been found to be correlated with reductions in recidivism. Third, the process provides a measure of program integrity and quality; it provides insight into the “black box” of a program, something that an outcome study alone does not provide. Fourth, the results can be obtained relatively quickly; usually the process takes a day or two and a report is generated within a few weeks. Fifth, it identifies both the strengths and weaknesses of a program and provides recommendations designed to improve the integrity of the program and to increase effectiveness.

Types of programs that we have assessed include:

Boot Camps
Community Correctional Facilities

Correctional Education Programs

Day Reporting Centers
Diversion Programs
Group Homes
Halfway Houses

¹ The CPC is modeled after the Correctional Program Assessment Inventory developed by Gendreau and Andrews, however, the CPC includes a number of items not contained in the CPAI. In addition, items were deleted that were not found to be positively correlated with recidivism.

² Several versions of the CPAI were used prior to the development of the CPC. Scores and averages have been adjusted as needed.

Intensive Supervision Units
Institutional Sex Offender Programs
Institutional Treatment Programs
Jail Based Substance Abuse Programs
Outpatient Substance Abuse Programs
Residential Correctional Programs for Parolees
Residential Correctional Programs for Women
Residential Substance Abuse Programs
Residential Substance Abuse Programs for Habitual Drunk Drivers
School Based Programs
Sex Offender Programs
Therapeutic Communities, both institutional and community based
Work Release Facilities

References

Holsinger, A. M. (1999). *Opening the 'black box': Assessing the relationship between program integrity and recidivism.* Doctoral Dissertation. University of Cincinnati.

Lowenkamp, C. T. (2003). *A Program Level Analysis of the Relationship Between Correctional Program Integrity and Treatment Effectiveness.* Doctoral Dissertation. University of Cincinnati.

Lowenkamp, C. T. and E. J. Latessa (2003). Evaluation of Ohio's Halfway Houses and Community Based Correctional Facilities. Center for Criminal Justice Research, University of Cincinnati, Cincinnati, OH.

-----**(2005a). *Evaluation of Ohio's CCA Programs.* Center for Criminal Justice Research, University of Cincinnati, Cincinnati, OH.**

-----**(2005b). *Evaluation of Ohio's Reclaim Funded Programs, Community Correctional Facilities, and DYS Facilities.* Center for Criminal Justice Research, University of Cincinnati, Cincinnati, OH.**



**MPRI SITE REVIEW
PROGRAMS CHECKLIST**

| EXPECTATIONS | | Currently Achieved: (● or X) | Expected Achievement Timetable |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------|
| 1) | Description of each program and/or service currently under contract (refer to the comprehensive plan to determine eligible service and program categories). | | 6 month |
|) | If available, please provide one copy of each subcontractor's proposal for service delivery. | | 6 month |
|) | Please provide copies of subcontractor's current program curriculum materials being utilized to address the needs of prisoners referred for services. | | 6 month |
|) | If available, please provide copies of objective scoring and/or rating forms used to evaluate staff performance in the delivery of the services. | | 6 month |
|) | Please provide copies of objective scoring and/or rating forms used to evaluate client program compliance and performance. | | 6 month |
|) | If available, please provide copies of client program satisfaction surveys. | | 6 month |



**MPRI YEAR-END SITE REVIEW
PROGRAMS CHECKLIST**

| | EXPECTATIONS | Currently Achieved: (• or X) | Expected Achievement Timetable |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------|
|) | One copy of each subcontractor’s service delivery contract. | | 12 month |
|) | If applicable, please provide copies of prisoner assessment instruments that are currently being used by subcontractors (needs assessments, etc.). | | 12 month |
|) | Please provide written documentation of each subcontractor’s internal program policies, procedures, guidelines, and program eligibility criteria. | | 12 month |
|) | Please provide a list of incentives and sanctions used by all subcontractors to encourage prisoner success. | | 12 month |
|) | Prior to the twelve-month review, please request that every subcontractor have all professional staff (those involved in providing direct services to returning prisoners) fill out and return the attached staff survey form. | | 12 month |
|) | At the 12-month site review, one program will be randomly selected for a review. The review will include staff and client interviews, program observation, and staff surveys. The subcontractor should have all case files available from which several files (active and inactive) will be selected for review. | | 12 month |

CERTIFICATION DOCUMENTS REQUIRING SIGNATURE/AFFIRMATION

The following documents will be incorporated into any agreement developed resulting from this solicitation. They require the organization to execute by signature and affirmation. These documents need not be signed for this solicitation.

- Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements
- Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion Lower Tier Covered Transactions

**CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS,
GRANTS, LOANS, AND 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.
- (2) 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-LLL, "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 representative 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.

| | |
|---------------------------|-------------------------------------------------|
| _____ | _____ |
| | Typed Name/ Title of Certifying Official |
| _____ | |
| Organization Name: | |
| _____ | _____ |
| Signature | Date |

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

This certification is also required by the regulations implementing Executive Order 12689, Debarment and Suspension, 3 CFR 1989 Comp., p. 235.

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

**KALAMAZOO-ST. JOSEPH
2010 WORKFORCE DEVELOPMENT BOARD**

**REPRESENTING THE PRIVATE SECTOR
CHAIRPERSON**

Dennis Berkebile, Area Manager, Consumers Energy

VICE-CHAIRPERSON

Barry Visel, Manager Community Affairs, Indiana Michigan Power (a unit of American Electric Power)

Jennifer Alday, Associate Recruiter, Borgess Health
Thom Brennan, Team Leader - Quality, Parker Aerospace - Hydraulic Systems Division
Diane Donovan, Technology Consultant, MI Mouse, Inc.
Susan Einspahr, President and CEO, Kingscott Associates, Inc.
Lisa A. Godfrey, Owner, Attorney at Law
Joseph Herdus, Owner, Blue Fish Cruise & Travel
Brian Johnson, Consultant-Owner, B.R. Johnson Corp. and Kalamazoo County Commissioner
Ian Kennedy, Cooper, Martin and Chojnowski, P.C.
Jerry Love, Vice President, Arcadia Investment Management Corp.
Linda Marcon, Sales Manager, Business Review
Anne Moreland, Assistant Vice President, Commercial Banking, Fifth Third Bank
Jan Opalewski, Human Resource Manager, Express Packaging Solutions, a division of Fabri-Kal
Mary Oudsema, Director of Marketing and Public Relations, Kalamazoo Gazette
Marilyn Potgiesser (Alternate), Coordinator of Patient & Family Centered Care, Bronson Healthcare Group
Sabrina Pritchett-Evans, SELECT Agent, State Farm Insurance Co.
Steward Sandstrom, President and CEO, Kalamazoo Regional Chamber of Commerce
Jacqueline R. F. Wahl, Executive Director, Center for Learning, Bronson Healthcare Group

REPRESENTING ECONOMIC DEVELOPMENT

Jill Bland, Vice President, Southwest Michigan First
Cathy Knapp, Executive Director, St. Joseph County Economic Development Corp.

REPRESENTING EDUCATION

James Harrington, CPMR, Engineered Material Sales, Inc.
Casey Putnam, CTE Consortium Supervisor, St. Joseph Intermediate School District

REPRESENTING PUBLIC ASSISTANCE AGENCIES

Chris Kadulski, Director, St. Joseph County Department of Human Services
Sherry Thomas-Cloud (Alternate), Kalamazoo County Department of Human Services

REPRESENTING REHABILITATION AGENCIES

Robert Smith, District Manager, Kalamazoo District Office, Michigan Rehabilitation Services

REPRESENTING ORGANIZED LABOR

Richard Anderson, Joint Activities Representative, UAW Local 2093, American Axle & Manufacturing, Inc.
Morris Applebey, Training Director and Instructor, International Brotherhood of Electrical Workers
Erv Heidbrink, President, UAW Local 2093, American Axle & Manufacturing, Inc.

REPRESENTING COMMUNITY BASED ORGANIZATIONS

Ellen Kisinger-Rothi, Director, Housing Resources, Inc.
Margaret Gagen, Community Investment Associate, Greater Kalamazoo United Way

REPRESENTING MI DEPARTMENT OF CORRECTIONS

Omar Alston (Alternate), Supervisor, Kalamazoo Circuit Court Parole Office
Kimberly Luther, Acting Kalamazoo Manager, MI Dept of Corrections
Deputy Warden Will Riley (Alternate), Parnall Correctional Facility, MI Dept. of Corrections

REPRESENTING AT-LARGE

Robin Baker, Commissioner, St. Joseph County Board



**A Private-Public Partnership Serving Kalamazoo and St. Joseph Counties
222 S. Westnedge Avenue, Kalamazoo, Michigan 49007-4628**

Michigan Works Administrative Staff

Robert Straits, Executive Director
Ben Damerow, Contract Administrator
Ann DeZwarte, Grants & Contract Accountant (Fiscal)
Nancy Gibson, MIS Specialist
Jeanne Konrad, Acting Deputy Director, Program & Eligibility Monitor, EO Officer, DART
Kristine Kracker, Special Projects Consultant
Diana Lundquist, Lead Grants & Contract Accountant (Fiscal)
Mary Ann Mitchell, SCOPE Case Manager
Barbara Newhouse, Employment & Training Specialist (Contracts)
Dallas Oberlee, Grant/Subcontract Coordinator
Kathy Olsen, Marketing & Community Information Coordinator (WDB, KALM, RCAR)
Celeste Pickrell, Accounting Assistant
Kristi Potts, Administrative Assistant (MPRI, SCOPE, CASOM, EDJT, IWP)
Kara Stewart, Lead Planner & MIS-Records Supervisor
Suprotik Stotz-Ghosh, Business & Community Development Coordinator (Business Services, EDJT, IWP, SCOPE)
Tracey Sulka, Information Technology Consultant
Jim Walters, Michigan Works Service Center Liaison, EITC
Amanda Wright, Planning Assistant/Records Management
Torri Kingsley, Student Intern

May 5, 2010

**FORM A
COVER SHEET & PROPOSAL CERTIFICATION**

**FORM B
PERFORMANCE OBJECTIVES**

**FORMS C
C-1 BUDGET SUMMARY COST BREAKDOWN
(In excel format – included in separate file)**

**C-2 BUDGET NARRATIVE
(Included in this document)**

**C-3 EXPENDITURE, ENROLLMENT AND TERMINATION SCHEDULE
(In excel format – included in separate file)**

**FORM D
NARRATIVE RESPONSE FOR STATEMENT OF WORK**

**FORM E
CONFLICT OF INTEREST**

**FORM F
Not applicable for this solicitation**

**FORM G
STAFF SUMMARY**

**KALAMAZOO-ST. JOSEPH MICHIGAN WORKS! AREA
Michigan Prisoner Re-Entry Initiative
Request for Proposal 2010-5- Mentoring Pilot**

Cover Sheet & Proposal Certification

| |
|----------------------|
| RFP ID 2010-5 |
|----------------------|

| | <u>Primary Entity/Fiscal Agent</u> | <u>Partner Agency, if applicable</u> |
|---------------------|------------------------------------|--------------------------------------|
| Organization Name | | |
| Address | | |
| Contact Person Name | | |
| Telephone | | |
| Fax | | |
| E-mail Address | | |

Check the documents contained within this proposal:

- Cover Sheet (Form A)
- Performance Objectives (Form B)
- Budget Summary (Form C-1)
- Budget Narrative (Form C-2)
- Expenditure, Enrollment and Termination Schedule (Form C-3)
- Work Statement Response (Form D)
- Conflict of Interest (Form E)
- Staff Summary (Form G)

ATTACHMENTS

- Implementation Schedule
- Organizational Experience
- Job Descriptions
- Organizational Chart
- Other (List)

**Proposal Certification
(Primary Entity/Fiscal Agent)**

(NOTE: The individual signing the application below must have authority to enter into contracts on behalf of the applying organization.)

The undersigned certifies that to the best of my knowledge and belief the data presented in the following proposal is complete, accurate and current at the time this document is being submitted. I further certify that this agency will comply with the provisions stated and/or referenced in the Request for Proposal Instructions 2010-5 and that non-responsive applications, as determined by the Kalamazoo-St. Joseph Workforce Development Board, may not be reviewed for considerations.

Agency _____

Name and Title _____

Signature _____ **Date** _____

(Signatory must be authorized to bind the agency.)

KALAMAZOO-ST. JOSEPH MICHIGAN WORKS! AREA
Michigan Prisoner Re-Entry Initiative
Request for Proposal 2010-5 Mentoring Pilot

Performance Objectives

| PERFORMANCE OBJECTIVES | Mentoring |
|----------------------------------------------------------------------------------------|------------------|
| Number of faith-based/community-based organizations recruited to provide Mentors | |
| Number of mentors recruited | |
| Number of mentorship matches made (including re-assignments made due to mismatches) | |
| Number of successful mentor/mentee matches* | |
| Participants served in mentorship activities | |
| Recidivism Rate (total returned to incarceration divided by total participants served) | % |

| | |
|------------------------------------|--|
| Total Expenses Budgeted | |
| Cost per Participant | |
| Cost per Cost Per Successful Match | |

*A successful match is defined as a mentor/mentee relationship maintained for at least three consecutive months with a minimum of one face-to-face meeting per month and a minimum of one other successful contact by phone per month.

Note: Given that the mentoring program will be in a pilot stage and is a new initiative, limited historical data is available (see reference F).

BUDGET SUMMARY COST BREAKDOWN
(In excel format – separate file)

KALAMAZOO-ST. JOSEPH MICHIGAN WORKS! AREA
Michigan Prisoner Re-Entry Initiative
Request for Proposal 2010-5 Mentoring Pilot

Budget Narrative

The budget narrative requires a brief description (i.e., listing) of the contents of each line item for which funds are included on the "Budget Summary." If necessary to clarify a budget item, also include any computational factors relevant to the particular expense.

C-3 EXPENDITURE, ENROLLMENT AND TERMINATION SCHEDULE
(In MS Excel as a separate file ("Forms C-1 and C-3"))

KALAMAZOO-ST. JOSEPH MICHIGAN WORKS! AREA
Michigan Prisoner Re-Entry Initiative
Request for Proposal 2010-5 Mentoring Pilot

Narrative Response for Statement of Work

The Narrative Response for Statement of Work is to follow the format and order specified in Sections 7 & 8 of the RFP instructions. Strict adherence to these specifications and guidelines are required.

I. EXECUTIVE SUMMARY

Proposal Summary

Provide a concise, complete summary of your proposal. *(Response may not exceed 1 page)*

(Delete this statement and begin your response at this point. Place a “hard page end (Ctrl+Enter)” at the end of your response. The next question will appear at the top of the next page.)

II. PROGRAM DESIGN

A. MENTORING

1. Establish a Strong Mentoring Mechanism

Establish a process that will ensure that the Mentorship activity is designed and implemented within the context of the MPRI model and in consideration of the characteristics and unique needs of the ex-offender population. *(Response may not exceed 1 page)*

(Delete this statement and begin your response at this point. Place a “hard page end (Ctrl+Enter)” at the end of your response. The next question will appear at the top of the next page.)

2. Recruit Parolees

Describe how parolees will be recruited and identified. Include a proposed schedule for the identification of the parolees. *(Response may not exceed 1 page)*

(Delete this statement and begin your response at this point. Place a “hard page end (Ctrl+Enter)” at the end of your response. The next question will appear at the top of the next page.)

3. Develop a Tracking Mechanism

Develop an effective tracking mechanism that tracks activity in the following areas: housing, employment, violations, family and social networks, and other barriers as defined in the Transition Accountability Plan (TAP).

Describe the system and processes that will be used to track participant activity as outlined above. (Response may not exceed 1 page).

4. Develop Mentorship Procedures

Describe the content and manner in which Mentorship procedures will be developed for mentors. Identify the timeline for their development. (See Reference H “MPRI Mentor Program”) *(Response may not exceed 2 pages)*

(Delete this statement and begin your response at this point. Place a “hard page end (Ctrl+Enter)” at the end of your response. The next question will appear at the top of the next page.)

5. Recruit Organizations and Mentors

Describe how organizations and mentors will be recruited and identified. Include a proposed schedule for the identification of the organizations and mentors on the Implementation Timeline. **(Response may not exceed 1 page)**

(Delete this statement and begin your response at this point. Place a “hard page end (Ctrl+Enter)” at the end of your response. The next question will appear at the top of the next page.)

6. Training Mentors

Provide the specific training curriculum that will be used. Describe the process that will be used for training mentors, including the minimum requirements that must be achieved by mentors prior to assignment with an ex-offender participant. Include a summary of a proposed training schedule that is consistent with the model implementation goals established by the MPRI. **(Response may not exceed 1 page)**

(Delete this statement and begin your response at this point. Place a “hard page end (Ctrl+Enter)” at the end of your response. The next question will appear at the top of the next page.)

7. Match Mentors with Ex-Offenders

Describe the manner in which mentors will be matched with ex-offenders and how any mismatch would be resolved. **(Response may not exceed 1 page)**

(Delete this statement and begin your response at this point. Place a “hard page end (Ctrl+Enter)” at the end of your response. The next question will appear at the top of the next page.)

B. GENERAL**1. Coordination and Structure of Services**

Describe how your organization will ensure that a high level of coordination is achieved and maintained with the Parole Officers, MPRI Community Coordinator, MPRI Workforce Development Contractor, mentors assigned to ex-offenders, and other services such as the provision of housing, health services, transportation services, mental health and substance abuse services, etc. **(Response may not exceed 1½ pages)**

(Delete this statement and begin your response at this point. Place a “hard page end (Ctrl+Enter)” at the end of your response. The next question will appear at the top of the next page.)

2. Staffing

a. Describe the specific qualifications, skills, background, experience, training, etc., established for each of the positions assigned to work with the ex-offender population. Include the qualities that are looked for when making a staff selection for this program.

b. Describe your organization’s approach in filling vacant staff positions that are critical to maintaining the level of service the program in a timely manner. Include how your organization will ensure against gaps in maintaining key staff members assigned to this program. **(Response may not exceed 1½ pages)**

(Delete this statement and begin your response at this point. Place a “hard page end (Ctrl+Enter)” at the end of your response. The next question will appear at the top of the next page.)

3. Gender Responsive Strategies

Describe how your organization currently addresses these strategies or how it intends to incorporate these strategies into your mentoring program delivery system. Please be specific. **(Response may not exceed 1 page)**

(Delete this statement and begin your response at this point. Place a “hard page end (Ctrl+Enter)” at the end of your response. The next question will appear at the top of the next page.)

4. Evidence Based Practices

Describe how your organization currently addresses these strategies or how it intends to incorporate these principles into your mentoring program delivery system. Please be specific. **(Response may not exceed 1 page)**

(Delete this statement and begin your response at this point. Place a “hard page end (Ctrl+Enter)” at the end of your response. The next question will appear at the top of the next page.)

5. Sex Offender Specific Services

Describe how your organization incorporates these components into their mentoring service delivery system. Please include past experiences that demonstrate incorporating these components into a program. Please be specific. **(Response may not exceed 1 page)**

(Delete this statement and begin your response at this point. Place a “hard page end (Ctrl+Enter)” at the end of your response. The next question will appear at the top of the next page.)

6. Implementation

Provide a brief timeline for the development and implementation of mentoring activities described above. These may be included in a single table or Gantt chart. Include this as an attachment to your work statement response.

(Delete this statement and begin your response at this point. Place a “hard page end (Ctrl+Enter)” at the end of your response. The next question will appear at the top of the next page.)

7. Internal Monitoring and Responsibility

Describe your process and procedures for conducting internal monitoring of contract activities. Please list the activities to be monitored, monitoring frequency, and the documentation produced. **(Response may not exceed 1 page)**

Form F is not required for this solicitation.

**KALAMAZOO-ST. JOSEPH MICHIGAN WORKS! AREA
Michigan Prisoner Re-Entry Initiative
Request for Proposal 2010-5 Mentoring Pilot**

Staff Summary

Complete the chart below identifying staff (position title, number of individual staff, and total staff FTE (full-time equivalency) to be assigned to perform the identified functions, or tasks listed. The information on staff is requested only for a limited number of functions or tasks. The total number of Staff FTEs **will not** equal the total staff FTEs identified on the budget.

| Function or Task | | Staff Plan | | | | | Totals |
|---------------------------|-----------------|------------|--|--|--|--|--------|
| Mentor Coordinator | Position title | | | | | | |
| | Number of staff | | | | | | |
| | FTE | | | | | | |

Attach the following:

Job Descriptions

For each position assigned to the proposed activities, in whole or in part, provide the following information:

1. Position Title (Assigned by the organization)
2. Position Classification (Professional, paraprofessional, technical, managerial, clerical, etc.)
3. Full-time Equivalency (Express fractions as decimals, i.e., ½ time as .50 FTE)
4. Areas of Responsibility (Identify functions that will be assigned to this position)
5. Qualifications (Skills, attributes and/or prior experiences examined for individuals filling this position. Include a description of whether the staff have been trained in the use of “cognitive-behavioral strategies” and how this specific skill is documented, i.e., specific training certifications, professional credentials, etc.)
6. Credentials (Identify credentials that are required for this position and a brief explanation of how these credentials relate to the areas of responsibility assigned to this position).

Organizational Chart:

Provide a brief organizational chart that describes the relationship of the positions identified above. Include the line of authority and FTE for the Staffing Pattern.

Resume(s)

Provide an updated resume for each staff member assigned to this project which includes his or her current position.