Outcomes-Based Contracting RFP Solicitation Template

This RFP is structured as an outcomes-based contract that includes upfront funding and contingent outcomes payments tied to success. Outcomes-based contracting (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term student outcomes. Payment terms include a base payment (for providing services) and contingent payments, tied to achieving stipulated outcomes.

A focus on outcomes means the resulting contract will not detail exactly how services are provided. The contract will allow providers the flexibility to adjust services to meet student needs better and help them achieve priority outcomes, including tailoring services to be culturally competent and meet the diverse needs of different students

The successful Provider will form an important partnership with the District to improve student outcomes over the course of the Program and will work with the District and its cohort partners to assess the Program's functionality and progress. Ultimately, the District seeks to partner with a Provider that shares its goals for improving student outcomes and will reward that Provider for its success.

SECTION I: PROPOSAL REQUIREMENTS.

The following sections are required.

1. **PROVIDER INFORMATION:** In this section, provide information on your organization, its history, and stability. Two pages maximum.
    a. **Basic Information:** Include corporate name and address of corporate headquarters, total staff in your organization. Provide the name, telephone number, email address, and title of the individual who will be District's primary contact for the proposal.
    b. **History:** Give a brief history of your organization, including years it has been in business and experience providing math tutoring or related services.
    c. **References:** Provide three K-12 client references who you have provided relevant services within the last five years, including email address, telephone numbers, and contact names.
    d. **Subcontractors:** List the names of any subcontractors or partners you may employ to provide the services, including what that subcontractor/partner may provide.
    e. **Previous Default or Litigation:** List any current litigation, previous defaults, outstanding judgments, and/or liens with which you are presently involved.

f. **District Affiliations:** Provide information on affiliations you have with the District or District staff.
g. **Inclusive Practices:** Describe your inclusive practices.

2. **PROVIDER QUALIFICATIONS AND METHODOLOGIES:** In this section, describe your ability to meet the needs of the District as described in this RFP, including information on the methodology and procedures you will use to achieve the target outcomes and anything else that will aid us in understanding how you will accomplish them. Eight pages maximum.
    a. **Service Model and Population**
        i. Services: Describe your proposed math tutoring services. How will tutoring and any other services you propose be delivered? What technology platform do you use and how is it integrated into sessions? How do you schedule sessions?
        ii. Methodologies: Describe the methodologies you use to instruct students and improve mastery in math. What curriculum do you use? What is your philosophy regarding tutoring and to what extent do you align with work that is happening in the classroom? How do you group students? If you change groups over time, tell us how. Is there a computer-based instruction element? If so, how does it integrate into tutoring sessions?
        iii. How do these services and methodologies successfully support the student population we are serving with this Program? [Describe how you will meet our requirements for non-English instruction.] Share evidence and/or experience in successfully serving similar student populations.
    b. **Dosage.** State the frequency and length of tutoring sessions you will deliver. Note that we are committed to a model of high-dosage tutoring because the research about the efficacy of this approach is clear. High-dosage tutoring is currently defined as at least three tutoring sessions per week, each of which is at least 30 minutes. If you offer a model that falls below that level, provide a robust rationale and evidence.
    c. **Capacity.** Describe the size and make-up of your tutoring or services staff, their typical experience and credentials. Please break out full-time and part-time staff. Provide information on how tutors are recruited, selected, and trained, including any requirements they must meet. Explain how you monitor tutor performance over time and what you do about poor performance.
    d. **Outcomes & Evaluation.** Provide the evidence base for the effectiveness of your model and/or your experience of working with the student population we are serving with this Program. How do you monitor progress and growth?
        i. Relevant Experience. Describe any and all experience that explains why you are best suited to achieve the desired outcomes. Include your history working with historically underserved student populations, including

students of color, English language learners, etc., including the size and demographics of student populations you have served.

ii. Tell us anything else that might give us confidence in your ability to deliver the outcomes.

e. **Continuous Improvement and Collaboration.** Tell us how you use data to continuously improve the service you provide, including how you help tutors get better. Describe how you will engage district and school leaders in ensuring success. Share any experience you have in collaborating with other institutions or being part of larger workgroups to deliver services and improve outcomes.

f. **Key Staff.** Please give brief details of the key staff who would work with the District and their experience.

3. **DISTRICT REQUIREMENTS:** In this section, please describe any and all elements you require from the District to achieve the outcomes.

   a. **Technology Requirements.** Describe the technology requirements for the provision of your services, inclusive of hardware, software, and bandwidth necessary. State clearly what you will provide and what you require the District to provide.

   b. **Other Requirements.** Describe any other requirements necessary for the provision of your services or assumptions you are making (for example, classroom space, technology support).

   c. **Data Access.** Describe all forms of District Student Data that you will require the District to provide access to, collect, maintain, or analyze.

4. **PRICING**: In this section, use the rate card below to outline a pricing schedule that identifies all pricing elements necessary to accomplish the RFP goals.

   a. The dollar cost of services per participating student proposed should factor in the maximum fee (including any out-of-pocket and/or travel expenses) that District will be charged for the services.

   b. The full Base Payment per participating student (defined as any student who is present for at least 3 consecutive tutoring sessions) must be no greater than 50% of the total of the Price column.

   c. Payments other than the Base Payment are collectively the "Contingent Outcomes Payments".

   d. The Program base fee paid shall not exceed $33 per student per hour. Because it is unlikely that all students will succeed fully in the outcomes below, a total eligible amount multiplied by the number of students may exceed the District Maximum.

Commented [1]: What is the total potential budget? This will help providers gauge if it is a fair cost/student and also see if there is chance to earn upside for outstanding outcomes achievement.

Commented [2]: B. and D. do not align or fit together.

B. is intended to support a guaranteed PER STUDENT base payment once the minimum service level has been met. In this structure, the vendor receives the full base payment regardless of future attendance beyond minimum service level because the assumption is that a level of attendance/service will be required in order to achieve the other contingent payable outcomes.

D. and your rate card describe a PER HOUR or PER SESSION cost reimbursement structure. This is not a guaranteed base payment. Instead, it is a contingent payment tied to hours/sessions. This incentivizes providers to offer more tutoring sessions regardless of outcomes.

We would recommend restructuring your base payment and outcomes payments to be per student, not per hour. This both reduces the reporting/invoicing complexity and gives providers the upfront working capital and flexibility to do what it takes to achieve the incentivized outcomes. (vs. incentivizing increased tutoring sessions).

Commented [3]: @heather . Our contract has a maximum of 30 hours

Outcomes Rate Card		
Outcome	**Metric**	**Price**
Base Payment 1	⅓ of contract will be paid upon execution of the contract District will pay second base payment in April and will reconcile the remaining balance (including bonus outcomes pay) at end of May	$ 25 to 33.33 per student per hour (Base pay). ⅓ payment will be made up execution of contract Balance will be reconciled based on student outcomes on STAAR
[*Outcome 1 example: Students have 60-65% Conditional Growth Percentile, as measured by NWEA MAP (Middle of Year-End of Year)*	Additional 5% to base payment per student	$26.25 to 35.00 per student per hour
[*Outcome 2: Students reach the meets/masters level on STAAR Math taken in May, 2022*	Additional 10% to base payment per student	$27.50 to 39.33 per student per hour
Total eligible amount per student:		$27.50 to 39.33 per student per hour

Commented [4]: The per hour pricing structure does not reflect the shift from paying for services to paying for outcomes and it drives a focus on delivering additional hours of tutoring, not achieving additional outcomes.

It also reflects a pricing structure that works backwards from provider costs vs. the district communicating their willingness to pay for certain outcomes.

I will create a sample per student rate card in your calculator tool to show you how you might structure this differently.
https://docs.google.com/spreadsheets/d/1_M-Da2wd1OaE_OoZF1qDb8BADBdrOo8P/edit#gid=911837583

Commented [5]: @Heather Kay Howard - your rate card is for the total cost of the contract. We handle this per student hour served.

Commented [6]: @lilia.nanez@ectorcountyisd.org Hi Lillia - I followed up via email, but this might be easier: the key reason we don't do a contract based on hours served is that we want the contract to literally put a price on the student outcome achieved. $xx to achieve the 65th conditional growth percentile - regardless of the number of hours it takes to achieve it. Your budget is protected by having a cap on the amount you will pay per outcome (as opposed to the amount of hours you pay for). Does that make sense? Looking forward to discussing - and also have a hunch that there is more of a back story here that I am not getting!

Commented [7]: @Heather We don't have an option for student hours. The state requires 30 hours. Per HB 4545.

Rate Card Per Student		
Outcome	**Metric**	**Price**
Base Payment	Student Attends 3 consecutive tutoring sessions	$ 710
Growth	Students have 60-65% Conditional Growth Percentile, as measured by NWEA MAP (Middle of Year-End of Year)	$ 340
Mastery	Students reach the meets/masters level on STAAR Math taken in May, 2022	$ 400
Total Per Student		$ 1,450

Commented [8]: Here is a sample per student rate card that you can adjust in the calculator tool to more accurately reflect your assumptions/expectations: https://docs.google.com/spreadsheets/d/1_M-Da2wd1OaE_OoZF1qDb8BADBdrOo8P/edit#gid=911837583

SCOPE OF WORK AND PROJECT REQUIREMENTS

The District is excited to extend this Request for Proposals to seek a new partnership with a math tutoring provider or providers (the "Providers") for the provision of tutoring in mathematics (the "Program").

The aim of the Program is to remedy learning loss that has occurred due to the pandemic, with a priority on serving students of color, English language learners, students with disabilities, and students experiencing poverty. The District is open to virtual, in-person, or hybrid tutoring models and appreciates Providers with experience adapting to changing conditions (e.g., flexibility in response to potential COVID-19 disruptions to in-person learning).

The District's primary focus is on its goals and outcomes and not on how the Program is ultimately operated. As long as the Program meets the District's minimum service level requirements for sessions and Program length, the District is open to any other innovations, methodologies, or value-add components the Provider can offer.

The District is part of a collaborative Math Tutoring Pilot cohort with the Southern Education Foundation and Third Sector whereby participating districts solicit tutoring services designed around outcome-based contracting principles. The successful Provider will form an important partnership with the District to improve student outcomes over the course of the Program and will work with the District and its cohort partners to assess the Program's functionality and progress. The Provider will be paid a base rate for every participating student for its tutoring services plus additional contingent payments for every student based on the outcomes students achieved and as specified in the Rate Card in this RFP. Ultimately, the District seeks to

partner with a Provider that shares its goals for improving student outcomes and will reward that Provider for its success.

1. **DISTRICT GOAL.** The District's overarching goal for the Program is *to rapidly improve math results for students who were disproportionately impacted by the pandemic and/or other systemic factors.* The District seeks a Provider to help support this goal through the provision of high-quality live math tutoring services.

2. **PROGRAM SIZE AND STUDENT POPULATION.** The District seeks to serve our 4th-7th grade English Learners who didn't qualify for HB4545 & assessed at 'Approaches' as measured by the Texas STAAR assessment for the 2021 spring testing. Information about the likely student population is included below. The District shall determine which students are eligible for the Program but note that the makeup of the participating student population may not match the table below precisely.

Student population data	
4th-8th Grade English Learners	scored approaches on the 2021 STAAR assessment reading or math

3. **PROGRAM LENGTH AND REQUIREMENTS.** The District will arrange for participating students to be available for tutoring sessions during/after/before the school day. The Program will run from February 14, 2022 to May 26, 2022.

4. **MINIMUM SERVICE LEVEL FOR SESSIONS.** To meet the minimum service level, the Provider must provide every participating student with a qualified math tutor for the duration of each session throughout the Program Length above.

   If a student is absent for greater than 10% of scheduled sessions, the District can replace that student with another at the District's discretion. Both the old and the new student's outcomes will count for the purposes of calculating Contingent Payments but only one Base Payment applies.

5. **PAYMENT OUTCOMES.** The expected outcomes tied to payment are detailed in the Outcomes Rate Card in this RFP. The District shall administer the STAAR & NWEA MAP

Commented [9]: Do you have an estimate of the number of students who will meet this criteria and will be enrolled in the program?

It's hard for a vendor to assess their capabilities to meet these requirements without knowing the number of students they will likely be serving.

Commented [10]: @yes. We provide the number of students who need 30 hours of service.

Commented [11]: Any additional detail you can provide on this student population would be helpful information for the vendor.
For example, can you provide the breakdown by grade level of the number of students who scored approaches and then detail the demographics of those students (ELL, IEP status, etc.)? This will help providers think about grouping as well as Spanish-speaking tutors.

Commented [12]: Is the District expecting a certain frequency of tutoring during this time frame? 3-4x/week?

Commented [13]: @ two to three times per week - established by the campus principals

Commented [14]: Is there a specific time that the District will make students available for tutoring? (e.g., during a free period or immediately following dismissal) This will help the provider assess the relative risk of student attendance and the level of support they will receive from the school/district to ensure that students attend. Providing information on the length of the free period or after-school session will also help providers plan (e.g., 30 min/45 min)

assessment(s) to establish baseline data for participating students and again at the end of the program to measure outcomes. Provider will be entitled to send a representative to observe the assessment administration, as applicable and appropriate.

6. **PROCESS OUTCOMES**. Along with using Payment Outcomes to evaluate program success and impact, the District recognizes that there are multiple ways in which programs can demonstrate progress and various types of data that can be collected to inform program improvements. Through additional data collection and analysis, with the assistance of the school and District, programs can learn and continuously improve tutoring services. In addition to the Payment Outcomes that are required in the contract, Districts may partner with providers to collect additional "Process Outcomes." These metrics will be used to inform continuous improvement and will support ongoing learning and improvement. Process Outcomes may include additional data that the provider will collect, or may be measured by existing data and assessments that the school and District can access and share. In the contract, District and Provider will agree to the complete list of Process Outcomes and identify which party is responsible for tracking and sharing the data and on what timeline. The following are examples of Process Outcomes:
    - **a.** Weekly student attendance (see above) ;
    - **b.** The Provider's timely reporting, communication, responsiveness, and collaboration with the District's requests;
    - c. Social-Emotional Learning (SEL) outcomes;
    - d. District surveys of students about their satisfaction with tutoring services, as and when the District chooses to make such surveys;
    - e. Feedback from teachers and principals about their satisfaction with tutoring services.

7. **PARTNERSHIP.** The District seeks to establish a collaborative partnership with the Provider(s) chosen for this Program. The District will provide student-level data to guide Program services as necessary and as permitted by state and federal law. The District and the Provider(s) will also convene no more frequently than every two weeks in evidence-based continuous improvement meetings to discuss Program implementation, progress on Payment and Process Outcomes, and any challenges to student participation with the goal of mutual problem-solving to achieve District goals. Additionally, the District is participating in a cohort-based Math Tutoring Pilot Program with the Southern Education Foundation and Third Sector (collectively, the District's "Partners"). As the District's chosen tutoring provider for this work, Provider will also participate in meetings with the District's Partners no more frequently than monthly and allow them to access Program information.

8. **STUDENT ATTENDANCE.** For sessions immediately before or after the school day, or during, the District shall be responsible for ensuring student attendance at the Program sessions. If the sessions are scheduled for evenings or weekends, the Provider will be responsible for ensuring student attendance. The Provider shall report weekly to the District the student's attendance at tutoring sessions and the results of any interim assessments administered by the Provider.

9. **PARTICIPATING STUDENTS.** The District may add eligible students up to the established total number of students, or by mutual agreement of District and Provider, above that number. Students may only be removed from the Program by mutual agreement. Students may be removed because they succeed at the outcomes quickly; they may be removed for other reasons as well (absence, lack of engagement, etc.). Any student who receives tutoring who meets the contingent outcomes will count for the purposes of calculating Contingent Payments.

10. **DISTRICT RESPONSIBILITIES.** The District is responsible for providing the conditions to enable the tutoring to occur. This includes District responsibilities as agreed to by the District and Provider.

11. **CONTRACT EXTENSION.** The District may extend the contract for the Program with the Provider if the District is satisfied with the Outcomes achieved, and in the District's sole judgment, the Provider provides valuable support to the District's Goal.

12. **EARLY TERMINATION.** If the Payment or Process Outcomes show the Program is unsuccessful through no fault of the District, and the Provider is unable to remedy the issues within thirty (30) days of notice, the District may terminate the Contract early.

SPECIAL TERMS AND CONDITIONS

[*Standard District terms and conditions should include the following:]*

1. **METHOD OF PAYMENT.** [1/3] of the total Base Payment for participating students shall be paid to Provider on execution of the contract and the remainder shall be paid after one month of tutoring services have been delivered and for every student that has attended at least 3 consecutive tutoring sessions. Contingent Payments shall be paid at the end of the Program term upon completion of the final assessment for all participating students.
2. **METHOD OF AWARD.** The District will make its award based on evaluation of the written proposals to determine the most qualified Provider or Providers that provide

the best value to the District and that are most likely to improve student outcomes. A maximum of 100 points will be awarded. The point totals are as follows:

Criteria Category	Description	Points
Service Model & Population	Applicant has experience and/or an evidence-informed approach to providing math tutoring services to historically underrepresented student populations.	15
Capacity	Applicant has capacity to serve student population, in terms of numbers of tutors with the ability to serve the identified student population	15
Outcomes & Evaluation	Applicant provides services that have a demonstrated track record of achieving the payment outcomes in this RFP and a theory of change that supports outcomes achievement.	15
Continuous Improvement and Collaboration	Applicant has experience collecting and analyzing performance data to continuously improve service delivery Applicant has experience collaborating with institutions, students, and as part of larger workgroups in delivering and improving services to achieve outcomes.	15
Price	Applicant bids a price that serves the desired student population, anticipates the most growth for that student population, and is within the maximum allowable budget.	40

3. **DATA PRIVACY AND SECURITY COMPLIANCE.** Provider shall comply and shall assist District in compliance, in all material respects, with federal and state laws and regulations regarding privacy of information and confidentiality of student records, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C § 1232g, the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501.

4. **SCHOOL OFFICIAL.** To the extent Provider has a legitimate educational interest in student educational records and information and must access such records and information in order to provide services to District and its employees, agents, teachers, and students, District designates Provider a "school official" within the meaning of FERPA. Provider will be under the direct control of District with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and Provider may use personally identifiable information and education records only for the purpose of performing its obligations under the Agreement and as authorized by the state and federal laws referred to under Data Privacy and Security Compliance above.

5. **DATA SECURITY.** Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect District Data from unauthorized disclosure, use, acquisition, destruction, and modification.

6. **HEALTH AND SAFETY REQUIREMENTS.** Provider will comply with all District health and safety requirements, as applicable.