



# ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
<b>RFP Number:</b> 2008-100-01	<b>RFP Title:</b> <i>Therapeutic Foster Care for Children</i>
<b>Proposal Due Date and Time:</b> <i>Thursday, March 27, 2008</i> 12:00 p.m., Central Time	<b>Number of Pages:</b> 42
<b>Procurement Officer:</b> Starr Stewart Phone: (334) 353-4744 E-mail Address: <a href="mailto:starr.stewart@dhr.alabama.gov">starr.stewart@dhr.alabama.gov</a> Website: <a href="http://www.dhr.alabama.gov">http://www.dhr.alabama.gov</a>	<b>Issue Date:</b> <i>Thursday, February 14, 2008</i>
	<b>Issuing Division:</b> <i>Family Services</i>

INSTRUCTIONS TO VENDORS	
<b>Submit Proposal to:</b>  Starr Stewart – Policy, Planning and Research Alabama Department of Human Resources Gordon Persons Building, Room 2344 50 Ripley Street Montgomery, AL 36130-4000	<b>Label Envelope/Package:</b>  <b>RFP Number:</b> 2008-100-01 <b>RFP Due Date:</b> <i>Thursday, March 27, 2008</i> <b>Special Instructions:</b>

VENDOR INFORMATION	
(Fill in the information fields below and return this form with RFP response)	
<b>Vendor Name/Address:</b>	<b>Authorized Vendor Signatory:</b>
	(Please print name and sign in ink)
<b>Vendor Phone Number:</b> (    )	<b>Vendor FAX Number:</b> (    )
<b>Vendor Federal I.D. Number:</b>	<b>Vendor E-mail Address:</b>
Indicate whether this proposal is an original or a copy. <input type="checkbox"/> Original <input type="checkbox"/> Copy	
<b>Trade Secret Declarations:</b> ( <u>reference section/page(s) of trade secret declarations</u> )	

## TABLE OF CONTENTS

RFP TITLE: <i>THERAPEUTIC FOSTER CARE FOR CHILDREN</i> .....	1
TABLE OF CONTENTS.....	2
VENDOR’S RFP CHECKLIST .....	5
SCHEDULE OF EVENTS .....	6
SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS.....	7
1.0 PROJECT OVERVIEW .....	7
1.1 ELIGIBLE ENTITIES .....	7
1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL .....	7
1.3 CONTRACT TERM.....	7
1.4 POINT OF CONTACT.....	7
1.5 REQUIRED REVIEW.....	8
1.5.1 REVIEW RFP.....	8
1.5.2 VENDOR’S QUESTIONS .....	8
1.5.3 DEPARTMENT’S RESPONSES.....	8
1.6 PRE-PROPOSAL CONFERENCE (MANDATORY).....	8
1.7 MANDATORY REQUIREMENTS.....	8
1.7.1 DEADLINE FOR RECEIPT OF LETTER OF INTENT TO PROPOSE (MANDATORY) .....	9
1.7.2 DEADLINE FOR RECEIPT OF PROPOSALS .....	9
1.7.3 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION VERIFICATION.....	9
1.7.4 DISCLOSURE STATEMENT .....	9
1.7.5 IMMIGRATION STATUS FORM .....	9
1.7.6 AUTHORIZED VENDOR SIGNATORY .....	9
1.8 GENERAL REQUIREMENTS .....	9
1.8.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS .....	9
1.8.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS .....	9
1.8.3 PRIME CONTRACTOR/SUBCONTRACTORS .....	9
1.8.4 VENDOR’S SIGNATURE.....	10
1.9 SUBMITTING A PROPOSAL.....	10
1.9.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS .....	10
1.9.2 FAILURE TO COMPLY WITH INSTRUCTIONS .....	10
1.9.3 FORMS TO ESTABLISH RATE.....	10
1.9.4 TIMELY SUBMITTED PROPOSALS .....	10
1.9.5 LATE PROPOSALS.....	11
SECTION 2: STANDARD INFORMATION.....	12
2.0 AUTHORITY .....	12
2.1 VENDOR COMPETITION.....	12
2.2 NONDISCRIMINATION.....	12
2.3 IMMIGRATION STATUS.....	12
2.4 PROPOSAL EFFECTIVE PERIOD.....	12
2.5 TRADE SECRETS.....	12
2.6 PRE-SCREENING AND EVALUATION OF PROPOSALS .....	13
2.6.1 PRE-SCREENING .....	13
2.6.2 EVALUATION OF PROPOSALS.....	13
2.7 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION .....	13
2.8 BEST AND FINAL OFFER.....	13
2.9 PUBLIC REQUESTS FOR INFORMATION .....	13
2.10 COST OF PREPARING A PROPOSAL.....	13
2.11 DEPARTMENT’S RIGHTS RESERVED .....	14

2.11.1	PRE-SELECTION DISCRETION .....	14
2.11.2	POST-SELECTION DISCRETION .....	14
2.11.3	WAIVERS .....	14
2.11.4	NEGOTIATIONS .....	14
2.11.5	ADOPTION OF IDEAS .....	14
2.11.6	ORAL PRESENTATIONS.....	14
2.11.7	AMENDMENTS .....	14
2.11.8	NO GUARANTEE OF CONTRACT.....	14
2.11.9	RIGHT TO INVESTIGATE AND REJECT.....	14
2.11.10	DISCLAIMER .....	15
SECTION 3: SCOPE OF PROJECT .....		16
3.0	PROGRAMMATIC INFORMATION.....	16
<i>NOTE: THE THERAPEUTIC FOSTER CARE PROGRAM REQUIREMENTS AND CORE SERVICES LISTED BELOW REPRESENT WHAT EACH CHILD SHALL RECEIVE IN THIS TYPE OF PLACEMENT.....</i>		16
3.1	CORE SERVICES FOR STANDARD TFC CATEGORY OF CARE.....	16
3.1.1	SERVICES TO FOSTER CHILDREN FROM THE TFC AGENCY .....	16
3.1.2	SERVICES TO BIRTH FAMILIES OR RELATIVES OF CHILDREN IN TFC PLACEMENTS 18	
3.1.3	SERVICES TO TFC FAMILIES FROM THE TFC AGENCY .....	18
3.2	CORE SERVICES FOR STEP-DOWN TFC CATEGORY OF CARE .....	19
3.2.1	SERVICES TO FOSTER CHILDREN FROM THE TFC AGENCY .....	19
3.2.2	SERVICES TO TFC FAMILIES FROM THE TFC AGENCY .....	21
3.3	PLANNING RESPONSIBILITY .....	22
SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS.....		23
4.0	PROPOSAL REQUIREMENTS .....	23
4.1	COMPLETENESS OF PROPOSALS .....	23
4.2	PROPOSAL FORMAT .....	23
4.2.1	COVER SHEET.....	23
4.2.2	TABLE OF CONTENTS.....	23
4.2.3	LEGAL STATUS FORM/TAXPAYER IDENTIFICATION NUMBER .....	23
4.2.4	LICENSES/CERTIFICATES/CREDENTIALS.....	24
4.2.5	TECHNICAL PROPOSAL .....	24
4.2.5.1	VENDOR QUALIFYING INFORMATION .....	24
4.2.5.1.1	VENDOR PROFILE AND EXPERIENCE.....	24
4.2.5.1.2	REFERENCES .....	24
4.2.5.1.3	PAST AND PRESENT CONTRACTUAL RELATIONSHIPS WITH THE DEPARTMENT.....	24
4.2.5.1.4	CONTRACT PERFORMANCE .....	24
4.2.5.1.5	PROJECT STAFF/RESUMES/JOB DESCRIPTIONS.....	25
4.2.5.1.6	STAFF PERFORMANCE EVALUATIONS AND TRAINING.....	25
4.2.5.1.7	BACKGROUND CHECKS.....	25
4.2.5.2	VENDOR FINANCIAL STABILITY.....	25
4.2.5.3	METHOD OF PROVIDING SERVICES .....	26
4.2.5.3.1	SERVICE DELIVERY APPROACH .....	26
4.2.5.3.2	START-UP PLAN .....	26
4.2.5.3.3	REFERRAL, ADMISSION AND EXCLUSION POLICY .....	26
4.2.5.3.4	NUMBER OF SLOTS PROPOSED.....	26
4.2.5.3.5	DISCHARGE POLICY .....	26
4.2.5.3.6	ASSESSMENT OF BENEFITS AND IMPACT .....	26

4.2.5.3.7	OFFICE LOCATION .....	26
4.2.5.4	VENDOR CERTIFICATIONS .....	26
4.2.5.4.1	REVOLVING DOOR POLICY .....	26
4.2.5.4.2	DEBARMENT .....	27
4.2.5.4.3	STANDARD CONTRACT .....	27
4.2.5.4.4	CHARITABLE CHOICE (APPLIES TO FAITH-BASED ORGANIZATIONS ONLY) .....	27
4.2.5.4.5	FINANCIAL ACCOUNTING.....	27
4.2.5.4.6	VENDOR WORK PRODUCT .....	27
4.2.5.5	ATTACHMENTS.....	27
4.2.5.5.1.	DISCLOSURE STATEMENT .....	27
4.2.5.5.2	TRADE SECRET AFFIDAVIT .....	27
4.2.5.5.3	IMMIGRATION STATUS FORM .....	27
SECTION 5:	RATE FOR SERVICE.....	28
5.0	PROPOSED RATE FOR SERVICE .....	28
SECTION 6:	EVALUATION CRITERIA .....	29
6.0	EVALUATION CRITERIA .....	29
SECTION 7:	DEFINITIONS.....	30
APPENDIX A:	STANDARD TERMS AND CONDITIONS.....	31
APPENDIX B:	TAXPAYER IDENTIFICATION NUMBER FORM .....	33
APPENDIX C:	TRADE SECRET AFFIDAVIT.....	34
APPENDIX D:	IMMIGRATION STATUS FORM.....	36
APPENDIX E:	FORM TO ESTABLISH RATE FOR SERVICE .....	37
APPENDIX F:	INSTRUCTIONS FOR FORM TO ESTABLISH RATE FOR SERVICE.....	39
APPENDIX G:	PERSONNEL ADDENDUM .....	41

## VENDOR'S RFP CHECKLIST

1. \_\_\_\_\_ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.
3. \_\_\_\_\_ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the Department’s website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) and will include all questions asked and responses concerning the RFP.
5. \_\_\_\_\_ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, budget forms, certification forms, etc.
8. \_\_\_\_\_ **Check the Department’s website for RFP addenda.** It is the vendor’s responsibility to check the Department’s website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) for any addenda issued for this RFP, no further notification will be provided.
9. \_\_\_\_\_ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and submit all required items on time. Late proposal responses are *never* accepted.

**This checklist is provided for assistance only and should not be submitted with Vendor’s response.**

## **SCHEDULE OF EVENTS**

*The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) as detailed in Section 1.5.3 of this RFP. Vendors should refer to the website periodically for changes to the RFP.*

<b>EVENT</b>	<b>DATE</b>
<b>RFP Issue Date</b> .....	<b>February 14, 2008</b>
<b>Deadline for Receipt of Written Questions</b> .....	<b>February 28, 2008</b>
<b>Pre-Proposal Conference (Mandatory)</b> .....	<b>March 04, 2008</b>
<b>Deadline for Receipt of Letter of Intent to Propose (Mandatory)</b> .....	<b>March 06, 2008</b>
<b>Deadline for Posting of Written Responses to Questions</b> .....	<b>March 06, 2008</b>
<b>Deadline for DHR Licensure Application</b> .....	<b>March 06, 2008</b>
<b>RFP Responses Due</b> .....	<b>March 27, 2008</b>
<b>Evaluation of Proposal and Selection of Vendors</b> .....	<b>April 08-11, 2008</b>
<b>Intended Date for Notice of Intent to Award a Contract</b> .....	<b>April 30, 2008</b>

## SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

### 1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) seeks qualified vendors to provide up to 850 statewide slots of **Therapeutic Foster Care (TFC)** services. *Therapeutic Foster Care* is a time-limited (usually no longer than eighteen months) intensive intervention for children, who are in the custody of the state, not able to live at home, and who fit the diagnostic and behavioral criteria set forth by the Department. *Therapeutic Foster Care* is a less restrictive, community based program for children whose special needs can be met through services delivered primarily by trained therapeutic foster parents working in full partnership with the child, the child’s family, and everyone on the Individualized Service Planning (ISP) Team. Support from all team members allows the child to benefit from a home environment and community based setting while receiving intensive treatment and clinical services. All children placed in TFC must be continually evaluated to determine the need for ongoing TFC services. TFC is not meant to be a long-term placement option but should serve to meet a child’s specific needs until he/she is ready to be stepped down to a lower level of placement. A more complete description of the services sought for this project is provided in *Section 3, Scope of Project*. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### 1.1 ELIGIBLE ENTITIES

Eligible entities may include governmental agencies, faith-based organizations, non-governmental public or private organizations and individuals who: 1) are legally authorized to conduct business within the State of Alabama; 2) possess a high degree of professional skill in the area of service described in this document; 3) possess the skills needed to perform the services described in this RFP; and, 4) meet the terms and conditions of the RFP. In addition, applicants must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

### 1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

**All vendors must be licensed by the Department.** Vendors must have a Child Placing Agency license through the Department of Human Resources or have submitted a completed application to be licensed prior to the close of business on *Thursday, March 06, 2008*. All applications for licensure must be submitted to:

**Gloria Derico, Resource Management Division/Office of Licensing  
Alabama Department of Human Resources  
Gordon Persons Building  
50 Ripley Street, Room 2153  
Montgomery, AL 36130-4000**

### 1.3 CONTRACT TERM

The contract term is for a period of **two (2)** years beginning *October 01, 2008* and ending *September 30, 2010*. Renewals of the contract, as agreed upon by both parties, may be made at one **(1)** year intervals, or any interval that is advantageous to the Department, not to exceed a total of two **(2)** years, at the option of the Department. ***Selected Vendors must be licensed by Monday, June 30, 2008 and must be fully operational on Wednesday, October 01, 2008.***

### 1.4 POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until the vendor selection is announced, all communication must be directed to the procurement officer in charge of this solicitation. **Vendors must not**

**communicate with any Department staff or officials regarding this procurement with the exception of the procurement officer.** Any unauthorized contact will disqualify the Vendor from further consideration. Contact information for the point of contact is as follows:

**Starr Stewart – Policy, Planning and Research  
Alabama Department of Human Resources  
50 Ripley Street, Room 2344  
Montgomery, AL 36130-4000  
Telephone Number: (334) 353-4744  
E-mail Address: starr.stewart@dhr.alabama.gov**

## **1.5 REQUIRED REVIEW**

### **1.5.1 REVIEW RFP**

Vendors should carefully review the instructions, mandatory and general requirements, project specifications, and the standard terms and conditions in this RFP. After a thorough review of the RFP, if the Vendor identifies any ambiguity, inconsistency, unduly restrictive specifications, or error, promptly notify the procurement officer identified above in writing, via e-mail or courier by the deadline for receipt of questions as stated in the Schedule of Events.

### **1.5.2 VENDOR'S QUESTIONS**

Vendors with questions or requiring clarification regarding any section of this RFP must reference the RFP by title and number and submit written questions via e-mail or courier to the procurement officer referenced above by 3:00 p.m. (CST) *Thursday, February 28, 2008*. Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

### **1.5.3 DEPARTMENT'S RESPONSES**

The Department will provide an official written answer by *Thursday, March 06, 2008* to all questions received by *February 28, 2008*. The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) by the close of business on the date listed.

## **1.6 PRE-PROPOSAL CONFERENCE (MANDATORY)**

A **Mandatory Pre-Proposal Conference** will be conducted in *Conference Room A/B (Second Level)* of the *Gordon Persons Building, 50 Ripley Street, Montgomery, AL 36130* on *Tuesday, March 04, 2008* at *10:00 a.m.* Vendors may use this opportunity to ask clarifying questions or obtain a better understanding of the project or to notify the Department of any ambiguity, inconsistency, or error discovered upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the Department.

## **1.7 MANDATORY REQUIREMENTS**

Vendor's proposals *must* meet all general and mandatory requirements during pre-screening to be eligible for consideration. Proposals that do not meet the requirements 1.7.1 through 1.7.5 will be deemed non-responsive and no other consideration will be given. Proposals that do not meet the remaining requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. The Department will determine whether a vendor's proposal complies with the requirements.

### **1.7.1 DEADLINE FOR RECEIPT OF LETTER OF INTENT TO PROPOSE (MANDATORY)**

In addition to attending the mandatory Pre-Proposal Conference, Vendors who intend to submit a proposal must submit a letter of intent to propose, by *Thursday, March 06, 2008*. The Letter of Intent to Propose must be brief, submitted on the Vendor's business stationery, and include the name, title, address, telephone number, and facsimile number of the contact person. The Letter of Intent to Propose creates no obligation to submit a proposal; however it must be received by the deadline for vendors who plan to submit a proposal.

### **1.7.2 DEADLINE FOR RECEIPT OF PROPOSALS**

Proposals must adhere to the format requirements and must be received by the deadline for receipt of proposals as specified in the Schedule of Events and Section 1.9.1 *Required Copies and Deadline for Receipt of Proposals*.

### **1.7.3 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION VERIFICATION**

Vendors must include a legible copy of their taxpayer identification letter from the Internal Revenue Service. If the legal status letter is not available, a completed copy of the "**Request for Taxpayer Identification Number**" form (*Appendix B*) must be included.

### **1.7.4 DISCLOSURE STATEMENT**

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. Disclosure Statements may be downloaded from the State Purchasing website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov) for completion. Vendors must include a completed copy of the Disclosure Statement in their proposal.

### **1.7.5 IMMIGRATION STATUS FORM**

Vendors must submit a signed copy of the immigration status form with their proposal.

### **1.7.6 AUTHORIZED VENDOR SIGNATORY**

Vendors must provide an original proposal using the format described, with an original signature of person(s) legally authorized to bind the applicant to the proposal.

## **1.8 GENERAL REQUIREMENTS**

### **1.8.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS**

By submitting a response to this RFP, Vendor agrees to acceptance of the standard terms and conditions of this RFP. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer by the due date for receipt of written questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract.

*Note: The Department reserves the right to not enter into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

### **1.8.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS**

By submitting a response to this RFP, Vendor agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

### **1.8.3 PRIME CONTRACTOR/SUBCONTRACTORS**

The prime contractor if a contract is awarded shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The contractor shall not assign, transfer or subcontract any portion of the contract without the written consent of the Department. The Contractor shall be responsible

to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Any awards made as a result of this document will create a contractual relationship between the Contractor and the Department, not the subcontractor.

#### **1.8.4 VENDOR'S SIGNATURE**

An individual authorized to legally bind the organization submitting the proposal must sign the original proposal in ink. The Vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion that would preclude the Department from obtaining the best possible service for the best possible price.

### **1.9 SUBMITTING A PROPOSAL**

#### **1.9.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS**

Vendors must submit **one (1)** original proposal and **seven (7)** copies and one (1) electronic (PDF preferred) copy on CD or DVD clearly labeled with the Vendor name to:

**Starr Stewart, Policy, Planning and Research  
Alabama Department of Human Resources  
Gordon Persons Building, Room 2344  
50 Ripley Street  
Montgomery, AL 36130-4000**

Proposals must subscribe to the section/subsection headings and numbering format as specified in *Section 4 Proposal Format and Instructions*. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **Therapeutic Foster Care, RFP # 2008-100-01**. ***Proposals must be received at the receptionist's desk of Policy, Planning and Research by 12:00 p.m., local time, Thursday, March 27, 2008. Prior to due date, proposals may be delivered Monday through Friday between the hours of 8.00 a.m. and 4:30 p.m. Faxed and electronically submitted responses to requests for proposals will NOT be accepted.***

#### **1.9.2 FAILURE TO COMPLY WITH INSTRUCTIONS**

Vendors failing to comply with these instructions may be deemed non-responsive or subject to point deductions. The Department may also choose to not evaluate, and disqualify from further consideration any proposals that do not follow the format described in Section 4: *Proposal Format and Instructions*, are difficult to understand or read, or are missing any requested information.

#### **1.9.3 FORMS TO ESTABLISH RATE**

Vendors **must** respond to this RFP by utilizing the forms found in *Appendix E* to establish a rate. Vendors must submit **one (1) original and seven (7) copies** completed copies of the service rate forms found in Appendix E in a separate sealed envelope marked "**TFC Service Rate**". The proposed service rate forms must be received ***at the receptionist's desk of Policy, Planning and Research by 12:00 p.m., local time, Thursday, March 27, 2008.*** This information will be used as the primary representation of each Vendor's cost/rate. Additional information should be included as necessary to explain in detail the Vendor's cost/rate.

#### **1.9.4 TIMELY SUBMITTED PROPOSALS**

All timely submitted proposals and materials received in response to this RFP become the property of the Department and will be incorporated into any formal documentation and/or contract resulting from this RFP between the Department and the Vendor.

**1.9.5 LATE PROPOSALS**

***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the Vendor's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

## SECTION 2: STANDARD INFORMATION

### 2.0 AUTHORITY

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3<sup>rd</sup> Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

### 2.1 VENDOR COMPETITION

In accordance with 45 CFR 74.43, the Department encourages free and open competition among Vendors. Whenever possible, the Department will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Department's need to procure technically sound, cost-effective services and supplies.

### 2.2 NONDISCRIMINATION

In accordance with 45 CFR 74.44, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Department's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or Alabama State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Department or in the employment practices of the Department's contractors. Accordingly, all Vendors entering into contracts with the Department shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### 2.3 IMMIGRATION STATUS

Vendor's authorized person(s) within the agency must sign and submit *Appendix D* on the immigration status of all workers to be employed for the services described in this procurement. Vendors must attest that all workers will be citizens of the United States or at the time of employment will be in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

### 2.4 PROPOSAL EFFECTIVE PERIOD

All proposals submitted in response to this RFP shall be effective for a 180-day period following the deadline for receipt of proposals as specified in the Schedule of Events and may not be modified, withdrawn or canceled by the Vendor during this period.

### 2.5 TRADE SECRETS

As part of the initial evaluation, the procurement officer in charge of this solicitation will review proposals received in response to this RFP, for any information deemed a "trade secret" by the vendor and separate identified parts of proposal from public viewing providing the following conditions have been met: (1) confidential information is clearly marked and separated from the rest of the proposal; (2) the proposal does not contain confidential material in the cost or price section; and (3) an affidavit from a Vendor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. The Vendor's Legal Counsel must use the Department of Human Resources "Affidavit for Trade Secret Confidentiality" form when requesting the trade secret claim. The affidavit form (*Appendix C*) is included in this RFP.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

## **2.6 PRE-SCREENING AND EVALUATION OF PROPOSALS**

### **2.6.1 PRE-SCREENING**

During the pre-screening, proposals will be reviewed to ensure compliance with all general and mandatory requirements. Upon completion of this initial review they will be classified “responsive” or “non-responsive”. However; proposals may be found non-responsive at any time during the evaluation process if the proposal does not meet the formatting requirements specified in the RFP; if any of the required information is not provided; or the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP. Proposals declared non-responsive, will not receive further consideration.

### **2.6.2 EVALUATION OF PROPOSALS**

All responsive proposals will be evaluated against the stated criteria. However, this does not preclude the Department from any discussions/negotiations or requests for a best and final offer that it may deem necessary to assist in determining the Vendor. In scoring against stated criteria, the Department may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors to determine the most advantageous offering to the Department.

## **2.7 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION**

After receipt of all proposals and prior to the determination of the award, the Department may initiate discussions with one or more Vendors should clarification or negotiation be necessary. Vendors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Vendors should be prepared to send qualified personnel to **Montgomery, Alabama**, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Vendor’s expense.

## **2.8 BEST AND FINAL OFFER**

The Department reserves the right to request a “best and final offer” for this RFP based on price/cost alone, from one or more Vendors if additional information is required to make a final decision. Vendors may be contacted asking that they submit their “best and final offer,” which must include any and all discussed and/or negotiated changes.

## **2.9 PUBLIC REQUESTS FOR INFORMATION**

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available to the public upon requests shortly after the signing of a contract(s) with the exception of: (1) trade secrets meeting the requirements of the Alabama Trade Secrets Act, that have been properly marked, separated, and documented; and (2) any financial information requested by the Department, unless prior written consent has been given by the Vendor.

## **2.10 COST OF PREPARING A PROPOSAL**

The Department is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract. All costs are the responsibility of the Vendor.

## **2.11 DEPARTMENT'S RIGHTS RESERVED**

While the Department has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Department to award and execute a contract. Upon determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to the following:

### **2.11.1 PRE-SELECTION DISCRETION**

The Department reserves the right at its sole discretion, at any time and for any reason, to reject any or all of the proposals submitted in response to this RFP, or to cancel this RFP, if it is deemed by the Department to be in its best interest to do so.

### **2.11.2 POST-SELECTION DISCRETION**

Upon selection of a proposal, the Department reserves the right, at its sole discretion, at any time and for any reason, to change its decision with respect to the selection and to select another proposal, or to cancel the RFP, if it is deemed by the Department to be in its best interest to do so.

### **2.11.3 WAIVERS**

Notwithstanding the amendment provisions otherwise set forth herein, the Department reserves the right at its sole discretion, to waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver in the event the Department determines that such award is in the best interest of the Department. Minor irregularities are those which will not have a significant adverse effect on the overall program cost or performance.

### **2.11.4 NEGOTIATIONS**

The Department reserves the right to negotiate with any vendor whose proposal is within the competitive range, as specified in the RFP with respect to technical plan and cost, as well as to select a vendor other than the vendor offering the lowest price.

### **2.11.5 ADOPTION OF IDEAS**

The Department reserves the right to adopt to its use all or any part, of a vendor's proposal and to use any idea or all ideas presented in a proposal.

### **2.11.6 ORAL PRESENTATIONS**

The Department reserves the right to require some or all of the vendors to provide oral presentations of their proposals.

### **2.11.7 AMENDMENTS**

**The Department reserves the right to amend the RFP. Except as provided above with respect to "WAIVERS" made by the Department, all amendments to the RFP will be made by written addendum issued by the Department and posted to the web at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) under this RFP link.**

### **2.11.8 NO GUARANTEE OF CONTRACT**

Selection of a proposal shall not be binding upon the Department and may or may not, at the Department's sole discretion, result in the Department entering into a contract with the vendor if it is in the best interest of Department not to proceed with contract execution.

### **2.11.9 RIGHT TO INVESTIGATE AND REJECT**

The Department may make investigations as deemed necessary to determine the ability of the Vendor to perform the services specified. The Department reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the Department that the Vendor is properly

qualified to carry out the obligations of the contract. This includes the Department's ability to reject the proposal based on negative references.

#### **2.11.10 DISCLAIMER**

Issuance of this RFP does not constitute a commitment by the Department to select any proposal submitted in response to the RFP, or to award a contract to any vendor who responds to this RFP.

*Note: All contracts awarded by this Department are subject to review and approval by the Legislative Oversight Committee and the Governor's Office.*

## SECTION 3: SCOPE OF PROJECT

### 3.0 PROGRAMMATIC INFORMATION

Therapeutic Foster Care (TFC) services are provided in a less restrictive, community-based environment for children whose special needs can be met through services delivered primarily by trained therapeutic foster parents working in partnership with the child, the child's family and the other members of the Individualized Service Planning (ISP) Team. TFC is not meant to be a long-term placement option but should be an intervention, which serves to meet a child's specific treatment needs until he/she is able to step-down to a lower level of placement as determined by the family's ISP.

Children served in a TFC foster home must have a Diagnostic & Statistical Manual, Fourth Edition (DSM-IV) diagnosed mental illness or be identified by a mental health professional as having at least moderate emotional and/or behavioral problems and be in need of treatment and structure offered through a TFC placement. Children may also require substance abuse treatment or have had treatment and have successfully completed an Alcohol and/or Drug Treatment Program. Children may be delinquent, chronic runaways, display manipulative behaviors, have difficulty maintaining self-control, display poor self-esteem, have difficulty in securing and maintaining close relationships with others, be habitually truant from school and have difficulty in accepting authority. Children with a history of sexual offenses are eligible if they have successfully completed a sex offender treatment program and/or have been deemed not to pose a serious risk by a recognized sex offender treatment professional. ***Children with an IQ below 65 are not eligible for TFC services and must not be accepted as a referral.***

Children eligible for TFC have not responded successfully to less restrictive interventions or have been denied admission or discharged from less intensive placements because of their emotional or behavioral problems. The behavior of these children is not well controlled without constant adult supervision. Some children may be in need of psychotropic medication. Children in this level of placement are basically healthy however; routine medical attention for minor health problems or for monitoring medication may be required.

*Note: The Therapeutic Foster Care Program Requirements and Core Services listed below represent what each child shall receive in this type of placement.*

### 3.1 CORE SERVICES FOR STANDARD TFC CATEGORY OF CARE

#### 3.1.1 SERVICES TO FOSTER CHILDREN FROM THE TFC AGENCY

TFC Vendors must provide the following services to foster children:

- a. \*Facilitate a matching process for children and their families identifying needs of the child/family and strengths of prospective TFC parents for initial placements and moves within a TFC program. This includes a screening process to determine if a TFC referral is appropriate for therapeutic foster care services.
- b. \*Conduct pre-placement visits. As placements in TFC homes should not be a crisis placement, pre-placement visits should occur to make sound decisions for appropriate matching. Pre-placements visits must be documented as such in the child's and foster parent records at the TFC agency.
- c. \*Schedule and coordinate the child's treatment plan; initial treatment plan within (ten) 10 days, comprehensive treatment plan within thirty (30) days and reviews every ninety (90) days. All treatment plans developed by the agency should be coordinated with the DHR county social worker and based upon the goals established in the child's Individualized Service Plan (ISP). The TFC agency is required to obtain a copy of the Comprehensive Family Assessment/Intake Evaluation form and an ISP from the referring county DHR office. **(DHR staff is required to complete Intake**

**Evaluations on all children in TFC placements. Copies of the assessment and ISP MUST be provided to TFC agencies within ten (10) days.)**

- d. **\*Conduct individual, weekly visits with the TFC child. (This contact does not negate the requirement for DHR staff to make face-to-face contact once per month (minimum) with children in TFC placements.)**
- e. Conduct monthly face-to-face or telephone contact with schools (minimum) to monitor the child's progress.
- f. Conduct monthly face-to-face or telephone contact with child and/or family therapist (minimum) to monitor progress in counseling.
- g. **\*Assist in referral to other programs/services the TFC child may need, as identified in the family's ISP, including the coordination of transportation to appointments, family visits and activities.**
- h. Assist the child with the development or maintenance of skills by the provision of no more than eighteen (18) hours weekly of individual basic living skills training and no more than five (5) hours per week of group basic living skills training to include but not limited to behavior education, money management, shopping, healthy lifestyles, stress management, meal preparation, personal hygiene, housekeeping, medication management, laundry and using public transportation. Individual goals in each of these therapeutic areas must be taken from needs identified as deficits for the child and should be authorized in the context of the ISP.
- i. Coordinate the child's involvement in at least one extracurricular activity, e.g., band, karate, various sports, Boy or Girl Scouts, etc. per the family's ISP. **(This does not include paying for the activity or materials required in the performance of the activity. DHR shall be responsible for payment of the activity from flex or other available local funds.)**
- j. **\*Attend ISPs and IEP's along with the child and therapeutic foster parents.**
- k. Assist in the development of independent living skills, as identified in the ISP. **(DHR shall accept the fiscal responsibility for purchasing individual items to accomplish ILP goals.)**
- l. Provide monthly group therapy (counseling) sessions for TFC children by a qualified child and adolescent services professional in a face-to-face interaction where interventions are tailored toward achieving specific goals and/or objectives as identified in the family's ISP.
- m. Provide crisis intervention services, as needed, to alleviate a crisis for the child or to assist the family to alleviate a crisis for the child.
- n. **\*Conduct discharge planning, which shall be a part of the agreement/ISP when a child first enters care with the TFC program.**
- o. Maintain a no-reject/no-eject policy for children who meet program criteria.
- p. Provide a fourteen (14) day notice in the event a disruption should occur, as appropriate to the child's health and welfare.
- q. Regularly administer outcome measures, at a minimum of every ninety (90) days.
- r. Provide monthly reports to DHR describing services provided during the month and the child's progress toward achieving goals that are outlined in the treatment plan.
- s. Maintain regular communication with DHR, counselors, teachers and other persons relevant to the child that is being served by the program.
- t. Develop and maintain a quality assurance component, which includes outcomes and measures for all children in the TFC program

- u. Ensure program compliance with the Minimum Standards for Child Placing Agencies, the Minimum Standards for Foster Family Homes, and the Therapeutic Foster Care Manual.
- v. \*Provide assistance in creating a behavior management plan for the child with the other members of the ISP team. All TFC agencies shall maintain staff that has expertise in the development of such plans. **(DHR will assume responsibility for ensuring that behavioral management plans have been completed on all children that require them.)**
- w. \*Maintain active participation in the ISP team in determining goals for children and their families, including allowances, need for clothing, observance of special occasions, etc. **(DHR shall be fiscally responsible for clothing, allowances, gifts for special occasions, etc. Copies of the assessment and ISP MUST be provided to TFC agencies within ten (10) days)**
- x. Provide individual counseling, as needed, to meet the child's treatment goals. Individual counseling must be provided by a qualified professional that meets the definition as described in Chapter 105 of the Medicaid Manual.
- y. Provide medication administration and monitoring.

### 3.1.2 SERVICES TO BIRTH FAMILIES OR RELATIVES OF CHILDREN IN TFC PLACEMENTS

TFC Vendors must provide the following services to birth families or relatives of children in TFC placements:

- a. \*Maintain active participant in the assessment of parental functioning to assist the ISP team in determining treatment goals for a safe placement of the child back with the family, when return to parents is the goal, or with relatives, when relative placement is the goal.
- b. \*Assist with the implementation of the goals of the family as identified in the ISP to expedite the child's safe return home. This will include making referrals to appropriate resources, when the agency is not able provide the service in-house.
- c. \*Provide at least two (2) hours per week of therapeutic visitation coaching with families and their children who are in TFC placements to assess the parents' ability to safely care for their children and to determine the progress (or lack thereof) in attaining the goals for re-unification or relative placement.
- d. \*Provide family support to the birth family as outlined in the ISP/Treatment Plan. This support includes the provision of services to assist the child's family members to understand the nature of the child's illness and how to help the child be maintained in the community by providing education about the child's illness, expected symptoms, medication management, parenting support, educational advocacy and/or to encourage school success, as identified in the family's ISP.

### 3.1.3 SERVICES TO TFC FAMILIES FROM THE TFC AGENCY

TFC Vendors must provide the following services to TFC families:

- a. Provide a daily difficulty of care payment as identified in the contract between the agency and the foster parent. A minimum daily rate of \$16.00 per day is required. There is no requirement regarding the maximum a foster parent may be paid as a daily difficulty of care payment. All contracts between foster parents and the TFC agency are considered subcontracting arrangements and, therefore, require prior approval from State DHR. The standard document, not each individual document, is subject to this approval.
- b. Provide forty hours (40) of pre-service training, including GPS, to TFC families prior to licensure.
- c. Provide twenty-four (24) hours of annual training to each TFC parent.
- d. Conduct monthly support group/meeting for therapeutic foster parents.

- e. Ensure that homes comply with Minimum Standards for Foster Family Homes.
- f. Conduct annual license renewal and semi-annual visits.
- g. Provide weekly face-to-face contact/support to foster families to strengthen their ability to provide a safe nurturing environment for the child.
- h. Provide on-call crisis intervention.
- i. Provide forty-eight (48) hours respite per month. For respite periods longer than forty-eight (48) hours, the agency and foster parents shall have in their contractual agreement how respite will be paid. The county department will not be billed for respite.
- j. \*Provide reimbursement for mileage to the TFC child's appointments, visits, etc. if the destination is outside a fifty (50) mile radius from the foster home. **(For special circumstances, which are clearly delineated in the ISP on rare occasions, county departments may authorize mileage to be paid through the county department.)**
- k. Provide assistance with transportation of child, when needed.
- l. Provide assistance with and ensure that required Medicaid documentation of provided billable services is being properly maintained and in compliance with all policy and billing guidelines per the Medicaid Provider Manual, Medicaid Rehabilitative Services, Chapter 105.
- m. Provide sufficient staff to be available to TFC families and children seven (7) days per week, twenty-four (24) hours per day, and 365 days per year.

**\*All bulleted points (\*) require intense collaboration with DHR.**

*DHR will be responsible for many services that have traditionally been provided by TFC providers. These are highlighted in BOLD within the bulleted section above. Should the ISP team agree that these services are needed, and the TFC agency agrees to provide them, they must be authorized by the ISP document and an 1878 must be completed to authorize payment. All services, whether core or ancillary, must be authorized by the ISP document with outcomes identified to a specific area of need.*

## **3.2 CORE SERVICES FOR STEP-DOWN TFC CATEGORY OF CARE**

(Contingent on 50% reduction in TFC provider's daily rate for step-down TFC category of care)

### **3.2.1 SERVICES TO FOSTER CHILDREN FROM THE TFC AGENCY**

TFC Vendors must provide the following services to foster children:

- a. \*Facilitate the matching process for children and their families identifying needs of the child/family and strengths of prospective TFC parents for initial placements and moves within a TFC program. This includes a screening process to determine if a TFC referral is appropriate for therapeutic foster care services.
- b. \*Schedule and coordinate the child's treatment plan; initial treatment plan within (ten) 10 days, comprehensive treatment plan within thirty (30) days and reviews every ninety (90) days. All treatment plans developed by the agency should be coordinated with the DHR county social worker and based upon the goals established in the child's Individualized Service Plan (ISP). The TFC agency is required to obtain a copy of the Comprehensive Family Assessment/Intake Evaluation form and an ISP from the referring county DHR office. **(DHR staff is required to complete Intake Evaluations on all children in TFC placements. Copies of the assessment and ISP MUST be provided to TFC agencies within ten (10) days.)**

- c. \*Conduct individual, *bi-weekly* visits with the TFC child. **(This contact does not negate the requirement for DHR staff to make face-to-face contact minimally once per month with children in TFC placements.)**
- d. Conduct quarterly face-to-face or telephone contact with school (minimum) to monitor the child's progress.
- e. Conduct quarterly face-to-face or telephone contact with child and/or family therapist (minimum) to monitor progress in counseling.
- f. \*Assist in referral to other programs/services the TFC child may need, as identified in the family's ISP, including the coordination of transportation to appointments, family visits and activities.
- g. Assist the child with the development or maintenance of skills by the provision of no more than nine (9) hours weekly of individual basic living skills training and no more than three (3) hours per week of group basic living skills training to include but not limited to behavior education, money management, shopping, healthy lifestyles, stress management, meal preparation, personal hygiene, housekeeping, medication management, laundry and using public transportation. Individual goals in each of these therapeutic areas must be taken from needs identified as deficits for the child and should be authorized in the context of the ISP.
- h. Coordinate the child's involvement in at least one extracurricular activity, e.g., band, karate, various sports, Boy or Girl Scouts, etc. per the family's ISP. **(This does not include paying for the activity or materials required in the performance of the activity. DHR shall be responsible for payment of the activity from flex or other available local funds.)**
- i. Attend ISPs and IEPs along with the child and therapeutic foster parents.
- j. \*Provide family support with birth family/supervise family visitation as outlined in the ISP/Treatment Plan. This support includes the provision of services to assist the child's family members to understand the nature of the child's illness and how to help the child be maintained in the community by providing education about the child's illness, expected symptoms, medication management, parenting support, therapeutic visitation support, educational advocacy and/or to encourage school success, as identified in the family's ISP. It is expected that if the child's permanent plan is to return home, more time may be spent in family support when a child has reached a step-down level. **(DHR has the responsibility to recruit traditional foster homes for children for whom return to home or placement with relatives is not an option. It is not expected that all children in TFC shall step-down within the TFC program.)**
- k. Assist in the development of independent living skills, as identified in the ISP. **(DHR shall accept the fiscal responsibility for purchasing individual items to accomplish ILP goals.)**
- l. Provide group therapy (counseling) sessions, only as needed, for TFC children by a qualified child and adolescent services professional in a face-to-face interaction where interventions are tailored toward achieving specific goals and/or objectives as identified in the family's ISP.
- m. Provide crisis intervention services, as needed, to alleviate a crisis for the child or to assist the family to alleviate a crisis for the child.
- n. \*Conduct discharge planning.
- o. Maintain a no-reject/no-eject policy for children who meet program criteria.
- p. Provide a fourteen (14) day notice in the event a disruption should occur, as appropriate to the child's health and welfare.
- q. Regularly administer outcome measures, at a minimum of every ninety (90) days.

- r. Provide monthly reports to DHR describing services provided during the month and the child's progress toward achieving goals that are outlined in the treatment plan.
- s. Maintain regular communication with DHR, counselors, teachers and other persons relevant to the child that is being served by the program.
- t. Develop and maintain a quality assurance component, which includes outcomes and measures for all children in the TFC program
- u. Ensure program compliance with Minimum Standards for Child Placing Agencies, Minimum Standards for Foster Family Homes, and the Therapeutic Foster Care Manual.
- v. \*Provide assistance in creating a behavior management plan for the child with the other members of the ISP team. All TFC agencies shall maintain staff that has expertise in the development of such plans. **(DHR will assume responsibility for ensuring that behavioral management plans have been completed on all children that require them.)**
- w. \*Maintain active participation in the ISP team in determining goals for children and their families, including allowances, need for clothing, observance of special occasions, etc. **(DHR shall be fiscally responsible for clothing, allowances, gifts for special occasions, etc. Copies of the assessment and ISP MUST be provided to TFC agencies within 10 days)**
- x. Provide individual counseling, as needed, to meet the child's treatment goals. Individual counseling must be provided by a qualified professional that meets the definition as described in Chapter 105 of the Medicaid Manual.

### 3.2.2 SERVICES TO TFC FAMILIES FROM THE TFC AGENCY

TFC Vendors must provide the following services to TFC families:

- a. Provide a daily difficulty of care payment as identified in the contract between the agency and the foster parent. A minimum daily rate of \$8.00 per day is required. There is no requirement regarding the maximum a foster parent may be paid as a daily rate for care. All contracts between foster parents and the TFC agency are considered subcontracting arrangements and, therefore, require prior approval from State DHR. The standard document, not each individual document, is subject to this approval.
- b. Provide twenty-four (24) hours of annual training to each TFC parent.
- c. Conduct monthly support group/meeting for therapeutic foster parents.
- d. Ensure that homes comply with Minimum Standards for Foster Family Homes.
- e. Conduct annual license renewal and semi-annual visits.
- f. Conduct **bi-weekly** face-to-face contact/support to foster families to strengthen their ability to provide a safe nurturing environment for the child.
- g. Provide on-call crisis intervention.
- h. Provide twenty-four (24) hours respite per month. For respite periods longer than forty-eight (48) hours, the agency and foster parents shall have in their contractual agreement how respite will be paid. The county department will not be billed for respite.
- i. \*Provide reimbursement for mileage to the TFC child's appointments, visits, etc. if the destination is outside a fifty (50) mile radius from the foster home. **(For special circumstances, which are clearly delineated in the ISP on rare occasions, county departments may authorize mileage to be paid through the county department.)**
- j. Provide assistance with transportation of child, when needed.

- k. Provide assistance with and ensure that required Medicaid documentation of provided billable services is being properly maintained and in compliance with all policy and billing guidelines per the Medicaid Provider Manual, Medicaid Rehabilitative Services, Chapter 105.
- l. Provide sufficient staff to be available to TFC families and children seven (7) days per week, twenty-four (24) hours per day, and 365 days per year.

**\*All bulleted points (\*) require intense collaboration with DHR.**

*DHR will be responsible for many services that have traditionally been provided by TFC providers. These are highlighted in **BOLD** within the bulleted section above. Should the ISP team agree that these services are needed, and the TFC agency agrees to provide them, they must be authorized by the ISP document and an 1878 must be completed to authorize payment. All services, whether core or ancillary, must be authorized by the ISP document with outcomes identified to a specific area of need.*

### **3.3 PLANNING RESPONSIBILITY**

The State Office or County Department of Human Resources that has planning responsibility for a child has the responsibility to provide appropriate documentation including services relating to the Individual Service Plan (ISP). **All services provided must be authorized on an ISP.** If such documentation is not provided within ten (10) days from placement date, the contract provider should notify the State Department of Human Resources of such deficiencies.

**Note:** The *Minimum Standards for Foster Family Homes* is available on the Department's website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov)., click on Foster Care under Quick Links. The *Therapeutic Foster Care Manual* is also available on the Department's website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov)., click on Foster Care under Quick Links, then Services and Resource Management Division. The *Medicaid Provider Manual* is available on the Alabama Medicaid website at [www.medicaid.alabama.gov](http://www.medicaid.alabama.gov).

## SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS

### 4.0 PROPOSAL REQUIREMENTS

Proposals must meet all requirements as specified in this RFP. Proposals must incorporate the specified structure and format; must be clear, detailed, and complete as to fully demonstrate that the prospective Vendor has a thorough understanding of the requirements for providing the services for this procurement. Statements that the Vendor understands, acknowledges, or can comply with the requirements/specifications and statements paraphrasing the specifications are considered inadequate as are phrases such as “industry standards will be adhered to” and/or “standard procedures will be implemented”, or “research-based models will be used”. Proposals must clearly and adequately describe the concepts and methodologies to be implemented by the Vendor. Information must be clear, succinct, and easily understandable.

### 4.1 COMPLETENESS OF PROPOSALS

Selection(s) and award(s) will be based on the Vendor’s proposal and other items described in this RFP. Proposals should not include references to information located elsewhere, such as Internet websites. Information or materials presented by Vendors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the Vendor being disqualified from further consideration.

### 4.2 PROPOSAL FORMAT

Proposals must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12 and printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* All proposals must include labeled tabs that correspond with the bolded sections and subsections to which the information pertains. ***Do not use tabs with the paper inserts.*** Vendors should avoid the use of elaborate presentations and binding materials beyond that sufficient to present complete and effective proposals.

***Proposals will be evaluated utilizing a blind review process. Therefore Vendors are required to limit all identifying information to the one (1) original proposal. The required copies must reference the Vendor identifier where the Vendor name would be used.***

#### 4.2.1 COVER SHEET

The first page of each proposal must be the completed **Cover Sheet** (RFP cover sheet) with an original ink signature of the person(s) legally authorized to bind the vendor to the proposal. **Proposals without signatures of persons legally authorized to bind the vendor to the proposal will be rejected.** The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the vendor (do not number this page). Vendors must also provide their Federal Employer Identification Number. The vendor must denote the original proposal and copies by placing a check in the appropriate box on the cover sheet.

#### 4.2.2 TABLE OF CONTENTS

The Cover Sheet should be followed by the “**Table of Contents**”, which should list all sections, subsections and page numbers.

#### 4.2.3 LEGAL STATUS FORM/TAXPAYER IDENTIFICATION NUMBER

The Table of Contents must be followed by a copy of the **Legal Status Form**. This form is issued by the Internal Revenue Service (IRS) and denotes an organization’s legal status (i.e., non-profit, for-profit, corporation, etc.) and includes the Federal Employee Identification Number (FEIN). If the Legal Status Form is

not available, a completed and signed copy of the “**Request for Taxpayer Identification Number**” form (*Appendix B*) must be included. All items on this form must be completed. (Do not number this page).

#### **4.2.4 LICENSES/CERTIFICATES/CREDENTIALS**

The Request for Taxpayer Identification Number form should be followed by a copy of all required **Licenses, Certificates, and/or Credentials** or a copy of a completed license application form submitted by the deadline specified in this RFP.

#### **4.2.5 TECHNICAL PROPOSAL**

Copies of Licenses/Certificates/Credentials should be followed by the **Technical Proposal**. Numbering of the proposal pages should begin with page 1 of the Technical Proposal. Page numbers should be placed in the left corner of the bottom margin. The Technical Proposal **must not exceed fifty (50) pages**, and must prescribe to sections **4.2.5.1** through **4.2.5.4.6** below:

##### **4.2.5.1 VENDOR QUALIFYING INFORMATION**

###### **4.2.5.1.1 Vendor Profile and Experience**

The Vendor must specify how long it has been in the business of providing services similar to those requested in this RFP and under what company name. The Vendor must list all names it has used when conducting business. The Vendor must explain their expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the provision of services under this RFP. The Vendor must provide an organizational profile including: number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, limited liability company.).

###### **4.2.5.1.2 References**

The proposing Vendor must provide a minimum of three (3) references for which it has performed similar services. The vendor must not include references from Department state office staff in the following divisions; procurement, personnel, resource management, and family services. In addition, the Vendor must provide a list, if any, of all current and past contracts with the Department and other state agencies including colleges/universities within the previous three-year period. These references may be contacted to verify Vendor’s ability to perform the contract. The Department reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

For each reference, the Vendor must provide: company/agency name of the reference; location where the services were performed (city, state); primary and secondary contact name, title, telephone number, and e-mail address; a brief description of the project; description of the Vendor’s role in the project; and the start and end date of each project.

###### **4.2.5.1.3 Past and Present Contractual Relationships with the Department**

The Vendor shall describe any past or present contractual relationship it may have or have had with the Department or any other state agency during the past three years. If the Vendor, its predecessor, or any party named in the Vendor’s responses to this Section has contracted with any department within the State Government during the past three years, identify the contract number and/or other information available to identify such contract(s). If no such contracts exist, so declare. If any party named in the Vendor’s response to this RFP was an employee of the State in the past two years, identify the individual(s) by name, state agency by which employed, job title of position held with the State, and separation date. If no such relationship exists, so declare.

###### **4.2.5.1.4 Contract Performance**

If the Vendor, or any proposed Subcontractor, has had a contract terminated for default during the past five years, all such instances must be described as discussed below. Termination for default is defined as notice to

stop performance delivery due to the Vendor's nonperformance or poor performance and the issue was either (a) not litigated due to inaction on the part of the Vendor; or (b) litigated and such litigation determined the Vendor to be in default. Submit full details of all terminations for default experienced by the Vendor during the past five years, including the other party's name, address, and telephone number. Present the Vendor's position on the matter. The Department shall evaluate the facts and may, at its sole discretion, reject the Vendor's Proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Vendor. If the Vendor has experienced no such terminations for default in the past five years, so declare. If at any time during the past five years, the Vendor has had a contract terminated for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred, so declare.

Failure to report on the foregoing or if the information furnished is determined to be inaccurate, whether by omission or commission, shall result in rejection of the Vendor's Proposal.

*Note: No points will be assigned to proposals submitted by new or current vendors who have performed their contractual obligations satisfactorily. However, current vendors who have performed unsatisfactorily may experience point deductions up to a maximum of 10 points.*

#### **4.2.5.1.5 Project Staff/Resumes/Job Descriptions**

The Vendor must submit job descriptions detailing the level of education, experience, training, skills, etc. which emphasizes previous experience in the service area as described in this RFP for all key personnel who will be involved with the proposed project. **Do not include resumes or employee names in the copies of the proposals. Vendors should use position titles only.** The Vendor should indicate that it has sufficient staff to perform the services required in this RFP, if sufficient staff is not currently available, describe how staff will be obtained to provide the services and the timeline for obtaining the needed staff. Indicate the number of anticipated staff for each position title. List all professional licenses held by the vendor.

#### **4.2.5.1.6 Staff Performance Evaluations and Training**

Vendors must describe its staff development program regarding orientation, on-going staff evaluation and training that will be implemented throughout the contract period to ensure delivery of effective services that adhere to the Department's required performance standards.

#### **4.2.5.1.7 Background Checks**

Describe in detail the steps that the Vendor will take to ensure that all staff, regardless of level, have not been the subject of any incident or investigation which would call into question the propriety of that employee's working with this population of children. Provide your organization's policy and procedures regarding criminal background checks, and documentation that each employee has had a criminal background check. Describe your organization's policy for addressing occurrences when an incident or allegation is reported, founded or unfounded, this policy must be consistent with DHR standards.

#### **4.2.5.2 VENDOR FINANCIAL STABILITY**

Vendors must submit an audited financial statement for the past year and letters from the auditor(s) who performed the previous two (2) financial audits immediately preceding the issuance of this RFP. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

#### **4.2.5.3 METHOD OF PROVIDING SERVICES**

##### **4.2.5.3.1 Service Delivery Approach**

Vendors must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what the Vendor intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished. *All requirements in Section 3: Scope of Project must be addressed in the Service Delivery Approach.*

##### **4.2.5.3.2 Start-up Plan**

The Vendor must include a detailed project schedule that is comprised of the detailed work plan for the entire project including any changes to the existing program structure as required to meet the terms of this RFP. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work.*

***Vendors who are not currently licensed by DHR must certify that they will be licensed by Monday, June 30, 2008.***

##### **4.2.5.3.3 Referral, Admission and Exclusion Policy**

Vendors must describe the population of children that will be accepted into the proposed program; include, age, sex and type(s) of behavior. Vendors must include a copy of their policies and procedures for admission and intake including criteria for referral and acceptance into the program. Describe specific criteria for exclusion from the program.

##### **4.2.5.3.4 Number of Slots Proposed**

Vendors must specify the number of slots they propose to serve.

##### **4.2.5.3.5 Discharge Policy**

Vendors must describe the process and criteria for reunification planning with children/families and coordination with the ISP Team; as well as pre-discharge and aftercare planning requirements. State the program's policy on discharge prior to program completion, including emergency discharges. Vendors must state the program's policy concerning re-admission of children. Provide an example of the program's process for moving children through the goals and objectives outlined in an ISP, to include provisions of "step down" to a less restrictive placement.

##### **4.2.5.3.6 Assessment of Benefits and Impact**

Describe the process to be administered to assess the proposed services to determine their benefits and impact. Include on-going plans to continuously assess and modify services to better meet the needs of the target population. The assessment methodology should provide the Department with meaningful indicators that funded projects are making satisfactory progress toward desired goals.

##### **4.2.5.3.7 Office Location**

The Vendor must provide the physical address of the Vendor's office that will be responsible for maintaining records and performing services under a contract with the Department in the event the Vendor becomes the Contractor.

#### **4.2.5.4 VENDOR CERTIFICATIONS**

Vendors must submit a statement attesting that they warrant and represent to the Department that the vendor accepts and agrees with all certifications and terms and conditions of this RFP. Further, by submitting a response to this RFP, the vendor certifies to the Department that they are legally authorized to conduct business within the State of Alabama and to carry out the services described in this document.

##### **4.2.5.4.1 Revolving Door Policy**

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees is a current employee of the Department, and none of the said individuals have been employees of the Department in violation of the revolving door prohibitions contained in the state of Alabama ethics laws.

#### **4.2.5.4.2 Debarment**

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

#### **4.2.5.4.3 Standard Contract**

The vendor must agree to the use of the Department's standard contract document. The vendor will further comply with all the terms and conditions of that document, including, but not limited to, compliance with the Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Alabama Act No. 2000-775 (governing individuals in direct service positions who have unsupervised access to children), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applicable, and all other federal and state laws, rules and regulations applicable to receiving funds from the Department to carry out the services described in this RFP. Further, any contract executed pursuant to the RFP must be subject to review by the Department's legal counsel as to its legality of form and compliance with State contract laws, terms and conditions, and may further be subject to review by the Alabama Legislative Contract Review Committee, Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

#### **4.2.5.4.4 Charitable Choice (applies to faith-based organizations only)**

The vendor must attest that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in this RFP. The vendor must agree to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients' active participation in any religious practice. (In carrying out the said services, the vendor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is NOT required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Department.)

#### **4.2.5.4.5 Financial Accounting**

Vendors must agree that the vendor's accounting system will be consistent with General Accepted Governmental Accounting Principles (GAAP). The vendor must maintain sufficient financial accounting records documenting all funding sources and applicable expenditure of all funds from all sources.

#### **4.2.5.4.6 Vendor Work Product**

The Vendor must attest that the proposal submitted in response to this document is the work product of said vendor. If the proposal is determined not to be the work product of the vendor, the proposal may, at the Department's sole discretion, be rejected.

#### **4.2.5.5 ATTACHMENTS**

Vendors must include all applicable forms identified below as attachments (i.e., Attachment A, B, C, etc), applicable forms must follow the Technical Proposal.

##### **4.2.5.5.1 Disclosure Statement**

The Technical Proposal must be followed by a completed copy of the **Disclosure Statement**.

##### **4.2.5.5.2 Trade Secret Affidavit**

The Disclosure Statement must be followed by a completed copy of the **Trade Secret Affidavit** (*Appendix D*), if applicable.

##### **4.2.5.5.3 Immigration Status Form**

The Trade Secret Affidavit must be followed by a completed copy of the **Immigration Status Form**. *All proposals must include the Immigration Status Form.*

## **SECTION 5: RATE FOR SERVICE**

### **5.0 PROPOSED RATE FOR SERVICE**

Vendors must use the forms and instructions in *Appendices E and F* respectively to establish a rate. Vendors must submit a proposed daily rate not to exceed \$95.00 per day to perform the service requirements of this procurement and specify the number of slots to be provided. Vendors must calculate the total cost of the proposed program using the following formula:

$$\text{Number of Slots} \times \text{Daily Rate} \times 365 \text{ days in the year}$$

The provider should provide an explanation of what items make up the costs of their program and % of those expenditures to total costs. **EXAMPLE: If the total cost of the program is 600,000 per year the following items may be included in the total cost:**

<b>Space</b>	<b>10%</b>	<b>Rent and utilities for the provider's operations.</b>
<b>Personnel</b>	<b>45%</b>	<b>Total personnel costs for the program including percentage of admin personnel.</b>
<b>Travel</b>	<b>15%</b>	<b>Costs for employees to work with child and family, not conference or training travel.</b>
<b>Equipment</b>	<b>20%</b>	<b>leased or purchased equipment that represent costs to the program.</b>
<b>Other</b>	<b>10%</b>	<b>Indirect costs or sub contractual costs related to the program.</b>

**Note: Indirect cost cannot exceed 10% of personnel cost less fringe benefits.**

All vendors who are awarded contracts as a result of this RFP must possess a thorough knowledge of Chapter 105 of the Medicaid Provider Manual. Vendors must certify that they have the capacity to bill Medicaid electronically for core services authorized by the ISP, or they must submit a letter attesting that they will reach this goal prior to awarding a contract.

*Note: A fixed rate is specified in this RFP document for provision of services, any proposal submitted exceeding the fixed rate will be deemed non-responsive and no further consideration will be given.*

**SECTION 6: EVALUATION CRITERIA**

**6.0 EVALUATION CRITERIA**

The evaluation committee will review and evaluate the proposals according to the following criteria based on a **maximum possible value of 1,000 points**. Proposals failing to meet the requirements of this RFP may be deemed non-responsive or subject to point deductions. The point value assigned to each component of the **Technical Proposal and Cost Proposal** will be based on the following scoring scale:

<b>Category</b>	<b>RFP Section</b>	<b>Point Value</b>
<b>Vendor Qualifying Information</b>	<b>30% of points for a possible 300 points</b>	
A. Vendor Profile and Experience	4.2.5.1.1	150
B. References	4.2.5.1.2	10
C. Past and Present Contractual Relationships with the Department	4.2.5.1.3	5
D. Contract Performance	4.2.5.1.4	<i>To Be Determined</i>
D. Project Staff/Resumes/Job Descriptions	4.2.5.1.5	50
E. Staff Performance Evaluations and Training	4.2.5.1.6	50
F. Background Checks	4.2.5.1.7	10
G. Vendor Financial Stability	4.2.5.2	25
<b>Method of Providing Services</b>	<b>60% of points for a possible 600 points</b>	
A. Service Delivery Approach	4.2.5.3.1	450
B. Start-up Plan	4.2.5.3.2	75
C. Referral, Admission, and Exclusion Policy	4.2.5.3.3	25
D. Number of Slots Proposed	4.2.5.3.4	<i>NP</i>
E. Discharge Policy	4.2.5.3.5	15
F. Assessment of Benefits and Impact	4.2.5.3.6	25
G. Office Location	4.2.5.3.7	<i>NP</i>
G. Vendor Certifications	4.2.5.4.	10
<b>Service Rate</b>	<b>10% of points for a possible 100 points</b>	
A. Proposed Service Rate	5.0	100

## SECTION 7: DEFINITIONS

**Individualized Service Plan (ISP):** The primary tool for working with families in identifying strengths and needs, identifying culturally responsive services to address needs, authorizing and obtaining needed services, and measuring outcomes in areas of safety, permanency and well being. It also serves as an organizer and tool for communicating with those involved with the family.

**Child and Family Planning (or ISP) Team:** A group-think team focused on individual needs of the family involved in the ISP process. It may be composed of any of the following but must have significant participation to direct case planning activities that will achieve expected reasonable outcomes: the age appropriate child(ren); the DHR social worker; family friends; relatives or significant others; service providers; foster parents; the child's guardian-ad-litem; school personnel; etc. It is the team's responsibility to evaluate goals and steps to achieve identified outcomes in various areas, including behavior management plans, safety plans and crisis plans.

**Treatment Team:** A team for children in TFC that includes the TFC caseworker, the child, the child's family, the TFC foster parent(s), the DHR social worker, and others, e.g. therapist, teacher, and others. The TFC Treatment Team is responsible for the development of the child's treatment plan within the TFC program and shall ensure that it is congruent with the family's ISP.

**Initial Treatment Plan (ITP):** A plan that is completed at the time of admission to therapeutic foster care and is based on early assessment and relationship-building efforts during the first ten (10) days. This can serve as the comprehensive treatment plan, if enough information is available to prepare an adequate plan.

**Comprehensive Treatment Plan (CTP):** A treatment plan that is to be completed within the first thirty (30) days of a child's admittance into therapeutic foster care. The plan coordinates long-term goals and services to meet the identified goals. The Comprehensive Treatment Plan shall be developed and implemented in a manner to achieve the overall outcomes for the family identified in the CTP.

**Individual Education Program (IEP):** The planning document that spells out exactly what special education services the child will receive and why. The plan must include the child's classification, placement, services such as a one-on-one aide and therapies, academic and behavioral goals, a behavior plan if needed, percentage of time in regular education, and progress reports from teachers and therapists. The IEP is planned and developed at an IEP meeting.

**Multi-dimensional Assessment Tool (MAT):** A descriptive assessment tool designed to identify current needs and strengths for children and families. This tool utilizes algorithms for purposes of placement.

**Step-Down:** The process for decreasing the level of services for a child in out of home care. After a child has been in placement for six (6) months, an assessment using the MAT will be made to determine his/her treatment needs. Step-down will be continually assessed after this timeframe to determine when a child may be stepped down.

**Difficulty of Care Payment:** The difficulty of care payment is the daily rate paid to TFC foster parents for providing services to meet the therapeutic needs of children placed in their homes and supervised by the child placing agency offering the therapeutic foster care services.

## APPENDIX A: STANDARD TERMS AND CONDITIONS

**By submitting a response to request for proposal or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF PROPOSALS:** The Department reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Proposals will be firm for 180 days, unless stated otherwise in the text of the request for proposal.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Department or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department.

**AUTHORITY:** The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3<sup>rd</sup> Sp. Sess., p 817, §1.)

**CHARGE BACKS:** The Alabama Department of Human Resources and Medicaid will deduct federal charge backs from future payments.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**DEBARMENT:** The contractor certifies, by submitting 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 (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the Department.

**DISABILITY ACCOMMODATIONS:** The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will not be accepted for requested for proposals or limited solicitations.

**FAILURE TO HONOR PROPOSAL:** If a vendor to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the vendor for a period of time from entering into any contracts with the Department.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

**LATE PROPOSALS:** Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**REGISTRATION WITH THE PURCHASING DIVISION:** Any business intending to transact business in Alabama must register with the Alabama Purchasing Division by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the Purchasing website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors must promptly notify the Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.



**APPENDIX C: TRADE SECRET AFFIDAVIT**

**Alabama Department of Human Resources**

**AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY**

DEPARTMENT OF \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ (Affiant), being first duly sworn under oath, and representing  
\_\_\_\_\_ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of \_\_\_\_\_, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # \_\_\_\_\_. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

- (a) trade secrets meeting the requirements of the Act; and
- (b) information requested by the Department to establish vendor responsibility unless prior written consent has been given by the vendor.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the Department, and the following conditions must be met by the Vendor:

- (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
- (b) the proposal may not contain trade secret matter in the cost or price; and
- (c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are

solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the Department, or the Vendor will immediately withdraw its opposition to the open records request and permit the Department to release the documents for examination. The Department will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the Department in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the Department to treat the documents as a public record.

Documents that, in the opinion of the Department, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

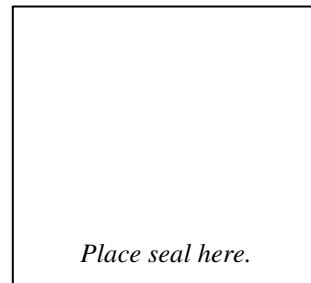
\_\_\_\_\_  
Affiant's Signature

Signed and sworn to before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
\_\_\_\_\_  
(Affiant's name).

Name of Notary Public: \_\_\_\_\_ for the

Department of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**APPENDIX D: IMMIGRATION STATUS FORM**

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Witness

**APPENDIX E: FORM TO ESTABLISH RATE FOR SERVICE**

**VENDOR NAME:** \_\_\_\_\_

**Recap of Expenses**

**I. Personnel:**

- A. Salaries (Attach Personnel Addendum) \_\_\_\_\_
- B. Fringe Benefits: \_\_\_\_\_

**II. Subcontracted Services:**

- A. Consultants: \_\_\_\_\_
- B. Audit Service: \_\_\_\_\_
- C. Other (Identify) \_\_\_\_\_

**III. Travel:**

- A. Mileage (Show rate of Reimbursement) \_\_\_\_\_
- B. Per Diem (Show Rate of Reimbursement) \_\_\_\_\_

**IV. Space:**

- A. Telephone \_\_\_\_\_
- B. Rent (include copy of lease) \_\_\_\_\_
- C. Use Allowance (No More than 2% of Acquisition Cost/Year) \_\_\_\_\_
- D. Rental Rate System \_\_\_\_\_
- E. Utilities \_\_\_\_\_
- F. Maintenance of Building/Grounds \_\_\_\_\_
- G. Minor Repairs to Building \_\_\_\_\_

**V. Supplies:**

- A. Office \_\_\_\_\_
- B. Household \_\_\_\_\_
- C. Recreational \_\_\_\_\_
- D. Educational \_\_\_\_\_
- E. Medical \_\_\_\_\_
- F. Personal Care \_\_\_\_\_

**VI. Equipment:**

- A. Rental (include rental agreement) \_\_\_\_\_
- B. Repair \_\_\_\_\_
- C. Depreciation \_\_\_\_\_

**VII. Other:**

- A. Insurance \_\_\_\_\_
- B. Vehicle Operation \_\_\_\_\_
- C. Taxes \_\_\_\_\_
- C. Food in Excess of USDA \_\_\_\_\_
- D. Other Allowable Costs, \_\_\_\_\_  
Specify General Categories: \_\_\_\_\_

**VIII. Total Program Cost:** \_\_\_\_\_

**IX. Program Income: Please report all income from all sources available to your program. (Detail Sources)**

_____	_____	_____
_____	_____	_____
_____	_____	_____

**X. Client Data:**

- A. Potential Slots of Service (Multiply License Capacity by Days in Year.) \_\_\_\_\_
- B. DHR Eligible Slots of Service \_\_\_\_\_
- C. Ineligible Slots of Service \_\_\_\_\_

**XI. Rate Information:**

- A. Proposed for FY09: \_\_\_\_\_ Slots at \$ \_\_\_\_\_ Fixed Cost Rate for  
\$ \_\_\_\_\_ Total Cost

## APPENDIX F: INSTRUCTIONS FOR FORM TO ESTABLISH RATE FOR SERVICE

### I. Personnel:

- A. *Salaries: Total all salaries paid to staff person working under this contract. The figure should not include fringe and should equal the total reflected on the Personnel Addendum, which must be attached to this form.*
- B. Fringe Benefits: Total fringe benefits provided for employee (FICA, Work Comp., Health Insurance, etc. – each detailed)

### II. Subcontracted Services:

- A.-C. *These lines are to be used when the main contracting agency has a written agreement with another party to supply some services; for example, a contract with a psychiatrist to provide therapeutic consultation, or a contract with an accounting firm to perform an audit.*

### III. Travel:

- A. Mileage: Use this line to reflect staff travel as well as the rate of reimbursement.
- B. Per Diem: Use this line to reflect costs associated with travel such as meals, overnight stay, etc., when away from base station.

### IV. Space:

- A. Telephone: List actual costs when the phone is used solely for the contract program. When the contract program is part of a larger operation, the monthly charges should be prorated using sound accounting principles. Do not include deposit fees in this cost.
- B. Rent: Use this line if the contract is occupying privately-owned buildings and being charged rent. If the contract program is occupying only a portion of the building(s), rent should be prorated using sound accounting principles.
- C. Use Allowance: This line should be used when the program occupies a building it owns. The program may not claim more than 2% of acquisition cost per year.
- D. Rental Rate System: This line should be used when a contractor is purchasing the building housing the contract program. It should include only taxes and interest incurred, not any of the principal. (Include a copy of the lease for the properties)
- E. Utilities: List the cost of utilities for the program. Utilities should be prorated on the same basis as rent.
- F. Maintenance of Buildings and Grounds: This line should be used for the cost of persons such as janitor, lawn keeper, or maintenance person(s) when this person(s) is not employed on a regular basis.
- G. Minor Repairs to Buildings: List repair costs necessary for the upkeep of buildings/property which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in efficient operating condition.

### V. Supplies:

- A.-C. Use these lines to list the cost of supplies by category for the contract program.
- D. Educational: This line should include the cost of pencils, paper, notebooks, etc., for the participants at the program, which are not included as part of an educational program.

- E. Medical: Use to show the cost of non-prescription medical supplies such as aspirin, bandages, vitamins, etc.
- F. Client Personal: This line should reflect costs of items purchased for clients, such as clothing, shoes, deodorant, etc, that are of a personal nature.

**VI. Equipment:**

- A. Rental: List any costs associated with the rental of equipment used specifically for the contract program and **include a copy of the rental agreement.**
- B. Repair: See Section IV-G of these instructions.
- C. Depreciation: Fixed rate vendors cannot claim the cost of equipment purchases. A depreciation schedule must be set up on all equipment purchased. The total depreciation claimed for the current fiscal year should be shown on this line. Supplementary information is required on the Depreciation Addendum.

**VII. Other:**

- A. Insurance: List the total of all allowable costs for insurance. Do not include the cost of liability insurance and life insurance if it is not group coverage for the staff in general (no individual policies).
- B. Vehicle Operation: Use this line to report all costs associated with vehicle operation, (gas, oil, tires, tune-up, etc.).
- C. Taxes: List taxes associated with program operation.
- D. Food in Excess of USDA: Use this line to show food costs over and above amounts received by USDA. If no USDA is received, list total food costs.
- E. Other Allowable Costs: This line should be used to list any other costs identified as allowable costs that have not been shown elsewhere. Specify general cost categories.

**VIII. Total Program Costs:** The total of all allowable costs.

**IX. Program Income:** List the source and the amount of all income to the program for the next year (United Way, Trust Fund, etc.).

**X. Client Data:** Self-Explanatory.

**XI. Rate Information:**

- A. Proposed: List the number of slots, and rate you are requesting for the upcoming fiscal year to arrive at the allocation total.



			.....		
					\$
					\$
				<b>Subtotal Fringe Benefits:</b>	\$
				<b>TOTAL PERSONNEL:</b>	\$
<b>2. SUBCONTRACTS (All subcontracts require the Department's prior written approval.)</b>					<b>TOTAL DHR SHARE</b>
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
				<b>TOTAL SUBCONTRACTS:</b>	\$
				<b>Rental/Lease</b>	\$
				<b>Repairs</b>	\$
				<b>Maintenance Agreements</b>	\$
				<b>Use Allowance</b>	\$
				<b>Office Furniture</b>	\$
				<b>Office Furnishings</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL EQUIPMENT:</b>	\$