



ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION

RFP Number: 2022-100-04	RFP Title: <i>Therapeutic Foster Care / Therapeutic Foster Care-Enhanced (TFC/TFC-Enhanced) Services for Children</i>
Proposal Due Date and Time: March 31, 2022 12:00 p.m., Central Time	Number of Pages: 42
Procurement Officer: Vicki Cooper-Robinson, Procurement Manager Phone: (334) 353-2471 E-mail Address: vicki.robinson@dhr.alabama.gov Website: http://www.dhr.alabama.gov	Issue Date: Tuesday, February 18, 2022, Issuing Division: Family Service Division

INSTRUCTIONS TO VENDORS

Submit Proposal to: Vicki Cooper-Robinson, Procurement Manager Resource Management Division/Office of Procurement Alabama Department of Human Resources Gordon Persons Building, Second Floor-Room Q3-012 50 Ripley Street Montgomery, AL 36130-4000	Label Envelope/Package: RFP Title/Number: <i>Therapeutic Foster Care / Therapeutic Foster Care-Enhanced (TFC/TFC-Enhanced) Services for Children RFP 2022-100-04</i> Proposal Due Date: March 31, 2022 Special Instructions:
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VENDOR INFORMATION

(Fill in the information fields below and return this form with RFP response)

Vendor Name/Address: (no P.O. Boxes)	Authorized Vendor Signatory:
DUNS NUMBER: _____	(Please print name and sign in ink)
Vendor Phone Number: ()	Vendor FAX Number: ()
Vendor Federal I.D. Number:	Vendor E-mail Address:

Indicate whether this proposal is an original or a copy. Original Copy

Total number of proposal pages: _____

Trade Secret Declarations: (reference section/page(s) of trade secret declarations)

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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 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’s 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 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 9:00 a.m. and 12:00 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 as detailed in Section 1.5.3 of this RFP. Vendors should refer to the website periodically for changes to the RFP.

EVENT	DATE
RFP Issue Date.....	February 18, 2022
Deadline for Receipt of Written Questions.....	March 03, 2022
Deadline for Posting of Written Responses to Questions	March 10, 2022
Proposal Due Date	March 31, 2022
Evaluation of Proposals and Selection of Vendors	May 03-06, 2022
Intended Date for Notice of Intent to Award a Contract	June 03,2022

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 at least **750** statewide slots of *Therapeutic Foster Care (TFC)* services and at least **100** slots of *Therapeutic Foster Care -Enhanced (TFC-Enhanced)*. *Additional slots maybe awarded for this procurement based upon needs of the department.* *Therapeutic Foster Care* is a time-limited (usually no longer than eighteen months) 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 -Enhanced* placements are for intellectually disabled children and youth with mentally ill diagnoses, for youth classified as having Autism Spectrum Disorders (ASD), and for children that have severe emotional disorders need that would otherwise require an out of state placement.

Therapeutic Foster Care and Therapeutic Foster Care-Enhanced are less restrictive, community-based programs for children whose special needs can best be met through services delivered primarily by trained Therapeutic Foster Care 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 individualized treatment and clinical services. All children placed in TFC/TFC-Enhanced must be evaluated continually to determine the need for ongoing TFC/TFC-Enhanced services. TFC/TFC-Enhanced are not meant to be a long-term placement options; 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 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 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 31, 2022, by 12:00 p.m. local time**. All applications for licensure must be submitted to:

**Gloria Holloway, Resource Management Division/Office of Licensing
Alabama Department of Human Resources
Gordon Persons Building
50 Ripley Street, Room Q3-008
Montgomery, AL 36130-4000**

1.3 CONTRACT TERM

The initial contract term is for a period of **three (3)** years beginning **October 01, 2022** and ending **September 30, 2025**. 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 fully operational on October 01, 2025.**

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:

Vicki Cooper-Robinson, Procurement Manager
Office of Procurement, Resource Management Division
Alabama Department of Human Resources
Gordon Persons Building, Second Floor-Room Q3-012
50 Ripley Street
Montgomery, AL 36130-4000
Telephone Number: (334) 353-2471
E-mail Address: vicki.robinson@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) **March 03, 2022**. 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 *March 10, 2022* to all questions received by the deadline on **March 03, 2022**. 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 by the close of business on the date listed.

1.6 MANDATORY REQUIREMENTS

Vendors are expected to respond to all the requirements described in this document. The Department will determine whether a vendor's proposal meets the terms of the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.6.1 through 1.6.8 will be deemed non-responsive and no other consideration will be given. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

1.6.1 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 1.8.1 *Required Copies and Deadline for Receipt of Proposals*.

1.6.2 W-9 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION NUMBER FORM

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

1.6.3 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 are available for completion on the Attorney General’s web site at www.ago.alabama.gov under *Publications and Forms*. Vendors may also click on the following links for a copy of the Disclosure Statement: (online fill-in) <http://www.ago.alabama.gov/File-AL-Vendor-Disclosure-Statement> when connected to the internet. Vendors must include a completed copy of the Disclosure Statement in their proposals.

1.6.4 CERTIFICATE OF COMPLIANCE

Vendors must submit a completed, signed copy of the certificate of compliance (*Appendix D*) with their proposals.

1.6.5 E-VERIFY MOU

Vendors must submit e-verify memorandum of understanding/registration documentation with their proposals.

1.6.6 IMMIGRATION STATUS FORM

Vendors must submit immigration status form documentation with their proposals.

1.6.7 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.

1.6.8 DUNS NUMBER

Vendors must include their Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of your business.

1.7 GENERAL REQUIREMENTS

1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

By submitting a response to this RFP, vendors agree 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 a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.

1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

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

1.7.3 PRIMARY VENDOR/SUBCONTRACTORS

The primary vendor 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 vendor shall not assign, transfer or subcontract any

portion of the contract without the written consent of the Department. The vendor 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 vendor. Any awards made as a result of this document will create a contractual relationship between the vendor and the Department, not the subcontractor.

1.7.4 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.

1.8 SUBMITTING A PROPOSAL

**Vicki Cooper-Robinson, Procurement Manager
Office of Procurement, Resource Management Division
Alabama Department of Human Resources
Gordon Persons Building, Second Floor-Room Q3-012
50 Ripley Street
Montgomery, AL 36130-4000**

1.8.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS

Vendors must submit **one (1)** original proposal, **seven (7)** copies and **one (1)** electronic (PDF preferred) copy on CD, DVD or USB Drive clearly labeled with the Vendor's name and the RFP title and number to:

Proposals must subscribe to the section/subsection headings and numbering format (i.e., **4.2.5.1 Vendor Qualifying Information**) 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 the **RFP# 2022-100-04 Therapeutic Foster Care-Enhanced (TFC/TFC-Enhanced) Services for Children. Proposals must be received at the receptionist's desk of the Resource Development-Office of Procurement by 12:00 p.m., local time, March 31, 2022.** Two business (Monday-Friday) days prior to the due date, proposals may be hand delivered between the hours of 9:00 a.m. -12:00 p.m. (with the exception of state and federal holidays). Faxed and electronically submitted responses to requests for proposals are NOT accepted.

1.8.2 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.

1.8.3 COST PROPOSAL FORMS

Vendors **must** respond to this RFP by utilizing the cost proposal forms found in *Appendix E*. These forms will be used as the primary representation of each Vendor's cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the Vendor's cost.

1.8.4 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.

1.8.5 LATE PROPOSALS

Regardless of the 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 3rd 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, political beliefs 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 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 CERTIFICATE OF COMPLIANCE AND E-VERIFY

Only U.S. citizens or foreign citizens who have the necessary authorization to legally work in the United States may be employed to work under any contract with the Department. Vendors must agree to not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and must provide to the Department a certificate of compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (*Appendix D*).

The United States Citizenship and Immigration Services (www.uscis.gov) provides E-Verify, an internet-based system that allows companies to determine their employees' eligibility to work in the United States. Vendors must participate in the E-Verify program and verify every employee that is required to be verified according to the applicable federal rules and regulations. Vendors must provide documentation to the Department establishing that they are enrolled in the E-Verify program.

Vendors must agree to not knowingly employ, hire for employment, or continue to employ a subcontractor to perform work under a contract that knowingly employs, hires for employment, or continues to employ an unauthorized alien. Any subcontractor hired to perform work under a contract must attest to such by affidavit signed before a notary. Subcontractors must also enroll in the E-Verify program prior to performing any work on a project and must attach to the affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

2.4 NO BOYCOTT CLAUSE

In compliance with Act 2016-312, vendors must attest that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

2.5 TERMINATION/ALTERNATIVE RESOLUTION

For all disputes arising under the terms of any contract resulting from this procurement, vendors hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

2.6 MERIT SYSTEM EXCLUSION

The vendor is not to be considered a merit system employee and is not entitled to any benefits of the State Merit System.

2.7 IMMIGRATION CLAUSE

By responding to this procurement, the vendor affirms, for the duration of any contract resulting from this procurement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and any other location. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom. (Appendix E)

2.8 DUNS NUMBER

Vendors must obtain a Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of your business. D-U-N-S Number assignment is free for all businesses required to register with the federal and state government for contracts or grants.

2.9 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.

2.10 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. If applicable, 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 document.

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.

2.11 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.11.1 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.

2.11.2 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.

2.12 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.

2.13 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 all discussed and/or negotiated changes.

2.14 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.

2.15 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.

2.16 DEPARTMENT’S RIGHTS RESERVED

While the Department has every intention to award a contract because 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:

2.16.1 PRE-SELECTION DISCRETION

The Department reserves the right at its sole discretion, at any time and for any reason, to reject any or all 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.

2.16.2 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.

2.16.3 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.

2.16.4 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.

2.16.5 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.

2.16.6 ORAL PRESENTATIONS

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

2.16.7 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 under this RFP link.

2.16.8 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 a contract with the vendor if it is in the best interest of Department not to proceed with contract execution.

2.16.9 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.

2.16.10 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.

SECTION 3: SCOPE OF PROJECT

3.0 PROGRAMMATIC INFORMATION

The goal of Therapeutic Foster Care/ Therapeutic Foster Care-Enhanced (TFC/TFC-Enhanced) is to provide a safe environment for children; that always addresses their well-being; facilitates behavioral stabilization, positive relationship building and new learning experiences so that these children can be reunited with their families or moved to a less restrictive level of care in a timely manner. Services are provided in a family-based environment for children whose special needs can be met through services delivered primarily by trained therapeutic foster care foster parents working in partnership with the child, the child's family and the other members of the Individualized Service Planning (ISP) Team. TFC/TFC-Enhanced 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, Fifth Edition (DSM-V) **Axis 1** diagnosed mental illness within the range of 290-316, or be identified by a mental health professional as having at least moderate emotional and/or behavioral problems and need 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 poor hygiene, 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 55 are not eligible for TFC services and must not be accepted as a referral unless approved for TFC-Enhanced services.***

Children served in a *TFC-Enhanced* home must meet the same criteria with the children specified in the TFC home, but they require additional services that vary from behavioral aide services to specifically equipped rooms, or intensive treatment services from children's hospitals. They could experience severe emotional and behavior problems that may be self-harming in nature, and they may have intellectual disabilities, and may have a severe diagnosis of autism or chronic medical conditions. The State Division of Resource Management will be responsible for sending statewide notices when an Enhanced home is needed but the DHR County Offices will be responsible for selecting the home that the County thinks best meets the needs of their child. State DHR Resource Management will work with providers, and county offices to determine the rate needed for each child throughout their placement. ***Note: Appendix I outlines services for TFC-Enhanced children at each tier level. Children placed in TFC-Enhanced without necessary written approval from State DHR, Resource Management Division will not be reimbursed.***

Children eligible for TFC/ TFC-Enhanced have not responded successfully to less restrictive interventions or have been denied admission or discharged from less intensive placements because their behavioral or emotional needs have not been met in those settings or array of services. The behavior of these children is not well controlled without constant adult supervision. Some children may need psychotropic medication. Children in TFC placements are basically healthy, however; routine medical attention for minor health problems or for monitoring medication may be required. Children in TFC-Enhanced have more chronic medical and mental health issues that require more than routine medical attention. The provider will follow the Federal Psychotropic Drug protocol regarding the appropriate use and monitoring of psychotropic medications. DHR staff will provide diligent and thoughtful oversight of medical care, particularly in regard to the use of psychotropic medication.

Traditional Foster Homes approved by the vendor are not to be counted as TFC or TFC-Enhanced homes. First year TFC homes utilization should be at a 45% occupancy rate to be considered for TFC-Enhanced. Second year TFC homes utilization should be at a 50% occupancy rate to be considered for TFC-Enhanced. Third year TFC homes utilization should be at a 55% occupancy rate to be considered for TFC-Enhanced.

Note: The Therapeutic Foster Care Program Requirements and Core Services listed below represent what each child shall receive in both the Therapeutic Foster Care and Therapeutic Foster Care-Enhanced placements.

3.1 PLANNING RESPONSIBILITY

The State Office or County Department of Human Resources that has planning responsibility for a child has the additional responsibility to provide appropriate documentation including services relating to the Individual Service Plan (ISP). **All services provided must be authorized through the ISP process and documented accordingly.** If a service authorization document is not provided within ten (10) days from the date of placement, the vendor 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 web site at www.dhr.alabama.gov, click on Foster Care under Quick Links. The *Therapeutic Foster Care Manual* is also available on the Department's web site at www.dhr.alabama.gov, click on Foster Care under Quick Links, then Resource Management Division, **then click Resource Management Division, then click on Office of Residential Licensing.** The *Medicaid Provider Manual* is available on the Alabama Medicaid web site at www.medicaid.alabama.gov.

3.2 CORE SERVICES FOR STANDARD TFC/TFCE AND STEPDOWN CATEGORY OF CARE

Note: Where differences between standard TFC/TFCE and Stepdown TFC occur, they will be highlighted in red print. The Stepdown category of care is contingent on 50% reduction in TFC vendor's daily rate.

3.2.1 SERVICES TO FOSTER CHILDREN FROM THE TFC AGENCY

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/TFC Enhanced parents for initial placements and moves within a TFC/ TFC-Enhanced program. This includes a screening process to determine if a TFC/ TFC-Enhanced referral is appropriate for Therapeutic Foster Care foster care services.
- b. Conduct pre-placement visits. As placements in TFC/Enhanced 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. *Note: Multiple pre-placement visits may be necessary with a TFC-Enhanced child.*
- 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.

- 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.)** TFC Enhanced children will require two or more visits per week, one of which must be in the home. The provider must have a social worker available to the family twenty-four (24) hours per day, seven (7) days per week.
- e. Conduct monthly (minimum) face-to-face or telephone contact with schools to monitor the child's progress). TFC-Enhanced children will require two or more contacts per month.
- f. Conduct monthly (minimum) face-to-face or telephone contact with child and/or family therapist to monitor progress in counseling. Specialized TFC children will require two or more contacts per month.
- g. Assist in referral to other programs/services the TFC/ TFC-Enhanced 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 ten (10) hours weekly of individual basic living skills training /structured daily activities and no more than three (3) hours per week of group basic living skills training/structured daily activities including the development, improvement and reinforcing of age-appropriate social, communication and behavioral skills. Individual goals in each of these Therapeutic Foster Care areas must be taken from needs identified as deficits for the child through the ISP or the Youth Assessment Summary for children 14 years and older and should be authorized in the context of the ISP. Note: *Children in TFC-Enhanced may require more than what is listed above in accordance with 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.**
- j. Attend ISPs and IEP's along with the child and Therapeutic Foster Care foster parents.
- k. Assist in the development of independent living skills, as identified in the ISP.
- l. Provide group therapy (counseling) sessions for TFC/TFC-Enhanced 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 regular communication with DHR, counselors, teachers and other persons relevant to the child that is being served by the program.
- p. Ensure program compliance with the *Minimum Standards for Child Placing Agencies*, the *Minimum Standards for Foster Family Homes*, and the *Therapeutic Foster Care Manual*.

- n. 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.
- r. 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.
- s. 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. Counseling services may be offered by vendors, if their staff meets the requirements mentioned above. Vendors are not mandated to provide or pay for this service as a part of core services.
- t. Provide medication administration and monitoring. Medication administration may be provided by the provider if qualified staff to meet Medicaid Chapter 105 requirements is available. Vendors are not mandated to provide or pay this service as a part of core services.
- u. Provide intake outside business hours: seven (7) days per week, twenty-four (24) hours per day, and 365 days a year.
- v. Describe protocol and procedures for placement outside normal business hours.

3.2.2. SERVICES TO BIRTH FAMILIES OR RELATIVES OF CHILDREN IN TFC/TFC-ENHANCED PLACEMENTS

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

- a. Maintain active participation 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 of Therapeutic Foster Care visitation coaching with families and their children who are in TFC/TFC Enhanced, and Stepdown TFC placements, per week 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.

3.2.3 SERVICES TO TFC/TFC-ENHANCED AND STEPDOWN TFC FAMILIES FROM THE TFC AGENCY

Vendors must provide the following services to TFC/TFC-E 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 (\$8.00 per day for Stepdown TFC). 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.
- b. Provide forty (40) hours of pre-service training, including TIPS (Trauma Informed Partnership Permanency Safety) and Reasonable, Prudent Parenting Standards (RPPS), to TFC/TFC- Enhanced families prior to licensure. *Note: TFC Enhanced homes will be required to attend medical/therapy training as required by the medical team prior to child being placed in their home.*
- c. Provide twenty-four (24) hours of annual training to each TFC/TFC Enhanced parents, additional training in excess of (24) hours may be required.
- d. Provide any additional training as identified by State DHR.
- e. Conduct monthly support groups/meetings for TFC/TFC-Enhanced parents.
- f. Ensure that homes comply with Minimum Standards for Foster Family Homes.
- g. Conduct annual license renewal and semi-annual visits.
- h. Provide weekly face-to-face contact/support to foster families to strengthen their ability to provide a safe nurturing environment for children (Bi-weekly for Stepdown TFC). *Note: TFC-Enhanced children will require two or more visits per week until Tier I is reached.*
- i. Provide on-call crisis intervention.
- j. Provide forty-eight (48) hours respite per month (24 hours per month for Stepdown TFC). For respite periods longer than the hours listed above, 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.

Note: TFC Enhanced will be required to accept a minimum of 48 hours of respite per month, with additional respite hours (up to 96 hours per month), to be authorized by the ISP in accordance with the child's needs.

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

3.3 REJECT/DISCHARGE POLICY

Each proposal must define how the program will meet the following criteria for rejections and discharge within the program. (Just a statement that they will not occur will not suffice for explanation of how these requirements will be met.)

- Rejections: A monthly list and/or report of home denials will be provided to Office of Resource Management to include reason for denial. Vendors will be able to reject no more than 10% of the referrals appropriate for TFC (as determined by DHR) in any program year, except when it can be documented that there are no available slots. If there are homes that continuously refuse placements, a plan must be submitted to SDHR, Resource Management, and Office of Utilization and Review to assess and determine the viability of said home and next steps. A plan can be requested at any time by SDHR, Resource Management, and Office of Utilization and Review.
- Discharge: Vendors will be allowed to request case discharge if it can be demonstrated that the child is not benefitting from the agency's treatment milieu. However, a prior plan must be submitted to SDHR, Resource Management, and Office of Utilization and Review before the level of discharge is considered if a child is not progressing. Any immediate discharge by the program must either be an ISP team decision or approved by SDHR, Resource Management Division, Office of Utilization and Review. An unusually high discharge rate (more than 5%) for other than successful discharge, will result in follow up conversations about the continued viability of the contractual agreement. Describe protocol to evaluate youth not benefitting from program and practices, adjusting services versus discharge.

3.4 OUTCOMES

It is expected that all outcomes will be directly related to safety, permanency, and well-being. General outcomes that must be measured by all vendors are:

- The percentage of the children stabilized and stepping down to a less restrictive service category or placement with permanent family within eighteen (18) months of program entry.
- Identify and describe measurement tools that will be provided and used to assess program utilization, stabilization, and effectiveness.
- Identify goals/objectives and describe how these will be monitored and measured to achieve specific program outcomes.
- Describe goals/objectives of the TFC and TFC-Enhanced Program.
- Describe how vendor will measure goals and objectives.
- Describe protocols and practices to monitor length of stay.
- Describe protocol for non-business hour referrals and placement.
- Safety and risk reduction.
- Permanency/stability of living situation

- Supportive and healthy peer relationships
- Education and life-skill status
- Outcome measures of child well-being

Vendors must indicate what remedial measures a program will take if these outcomes are not attained, as well as how the program will ensure that successes in placements will improve above this threshold once the program has become operational. Vendors accomplishing a higher rate of stabilization may receive additional slots, if needed; and vendors not meeting this threshold may receive a reduction in the contracted slots that they may provide.

3.5 QUALITY ASSURANCE

Vendors must clearly identify the quality assurance process that will be utilized in the delivery of TFC services. The process must include staff that will be used in quality assurance assessment, as well as what model will be used. Vendors must submit a copy of their quality assurance plan with the proposal.

3.6 TRACKING

Each vendor must affirm capacity to capture relevant data and demonstrate how the vendor will track the children or youth who have received services through their program. Critical data to capture includes, but is not limited to number of referrals; number of cases accepted; number of cases rejected (reason for rejection); number of children served; number of children (cases) closed (reason for discharge); average length of stay (in days/aggregate); and successful discharge. Vendors must indicate additional areas that will be tracked and what outcomes are expected in each of the areas. Selected vendors will be required to provide all reports to county and State DHR that are required in case management and tracking for service utilization monthly.

3.7 RESPONSIBILITIES OF THE DEPARTMENT OF HUMAN RESOURCES

- A. DHR is responsible for visiting each child at least once a month. Additional visits could be warranted if directed in the ISP or if a child's status changes.
- B. DHR is responsible for conducting ISP's per policy and distributing a copy of the plan within the required ten (10) days.
- C. DHR is responsible for participating in the treatment plan when possible and reviewing the child's treatment plan and incorporating into the ISP.
- D. DHR is responsible for all aspects of a child's medical care. This includes the following:
 - 1) Prescription medications – the county is responsible for ensuring that each child receives prescribed medication through Medicaid, payment through child's earmarked funds, payment through flex funds etc. No child should be without medicine due to lack of funds. If a child is prescribed psychotropic medications the county department is responsible for monitoring these medications and following the Oversight of Psychotropic Medication for Children in Foster Care; Title IV-B Health Care Oversight & Coordination Plan <http://www.acf.hhs.gov/sites/default/files/cb/im1203.pdf>
 - 2) Doctor's appointments-the county is responsible for ensuring that each child receives the required medical treatment needed.
 - 3) Surgery – the county is responsible for being present when a child is having surgery of any type when that is planned. The county is responsible for the decisions and the follow up. The county

- is responsible for discharge planning. The Code of Alabama gives the Department full authority to make health and medical decisions without court approval. The county may sign health forms as agent of DHR consenting to medical procedures. For children in the Department's permanent custody, the adoption consultant should be notified of new information such as medical changes/issues per Adoption Policy – section on Termination of Parental Rights, page 11.
- 4) Emergency treatment – providers will initiate emergency attention and treatment for a child requiring immediate medical attention, but the county is responsible for seeing the child as soon as possible and determining that appropriate care is being received. The county is responsible for follow up and discharge planning.
 - 5) The county department is responsible for ensuring the child's eligibility for Medicaid and or private insurance coverage if not eligible for Medicaid.
 - 6) The county department is responsible for the EPSDT periodic screening and inter-periodic screenings for children in custody. The county department is responsible for the initial medical exam which can be obtained through the periodic screening.
 - 7) Psychological – a current psychological is required for placement in TFC, Moderate, Intensive or Intensive Enhanced types of placements. The psychological should be updated every two years after the initial placement, which should support either step down or movement up in intensity of care.
- E. VISITATION/TRANSPORTATION – Core services requires that the vendor assist with local transportation. The county is responsible for transportation that is not local. The county is responsible for assessing the progress or lack of progress of family visits. If, a vendor is supervising visits the worker should be reviewing the reports of the visits and periodically observe the interactions themselves due to required court testimony to support any recommendation made by the county.
- F. CLOTHING – The county department is responsible for ensuring that the child has the required initial clothing and works with the provider to address any specific clothing needs over the time of the placement, such as for extracurricular activities, school requirements, etc. Community resources should be accessed if there are no private earmarked funds or other funding sources to cover the expenditures needed for the child.
- G. EXTRA CURRICULAR ACTIVITIES - Consistent with the ISP, ensure the child's involvement in at least one extra-curricular activity of the child's or youth's own choosing, e.g., band, karate, various sports, Boy or Girl Scouts, etc. DHR will be responsible for payment of the activity, while the contracting agency will provide the transportation and support for the child's participation. The Department can use a child's private earmarked funds, the foster care trust fund, ILP funds, or flex funds to pay for items such as musical instruments, lessons, sports equipment, etc. The ISP should address the activity for the child.
- H. Provide up to \$50.00 per month for special needs and occasions, e.g., haircuts, feminine hygiene products, oral and body hygiene products, over-the-counter medications, gifts for birthdays, Christmas or other special occasions, etc. **Anything above \$50.00 per month must be paid by the county DHR office.**
- I. The county is responsible for requesting to exceed the Medicaid limits from Office of Foster Care if the child requires that level of services.

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 not exceed **one-hundred fifty (150) pages**, including attachments and must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12, black print. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* All proposals (the original and copies) must include labeled tabs that correspond with the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document. ***Do not use adhesive tabs (on pages of the proposal), tabs with paper inserts, sheet protectors, rings or prong fasteners.*** Vendors should avoid the use of elaborate presentations and binding materials beyond that which is sufficient to present complete and effective proposals. **Proposals that do not adhere to the specified format may be deemed non-responsive.**

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 and DUNS number. Also, 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. Numbering of the proposal pages should begin with page 1 of the Table of Contents. Page numbers should be placed in the right corner of the bottom margin.

4.2.3 W-9 AND THE LEGAL STATUS LETTER/CP575 OR TAXPAYER IDENTIFICATION NUMBER

The Table of Contents must be followed by a copy of W-9 and the **Legal Status Letter** or a **CP575**. *These forms are issued by the IRS and denote an organization’s legal status (i.e., non-profit, for-profit, corporation, etc.) and include the Federal Employee Identification Number (FEIN).* If neither the Legal Status Form nor the CP575 are 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.

4.2.4 LICENSES/CERTIFICATES/CREDENTIALS

The W-9 and Legal Status Form or Request for Taxpayer Identification Number Form should be followed by a copy of all required **Licenses, Certificates, and 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, if applicable should be followed by the **Technical Proposal**. The Technical Proposal 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*

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. Also list all names it has used when conducting business. Vendors 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. Vendors 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 *Past and Present Contractual Relationships with the Department*

Vendors must describe any past or present contractual relationship it may have or have had with the Department or any other state agency including colleges/universities during the past three years. If the vendor, its predecessor, or any party named in their responses to this section has contracted with any department within State Government during the past three years, identify the contract number and 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, agency by which employed, job title of position held, and separation date during the two-year period. If no such relationship exists, so declare.

4.2.5.1.3 *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 will 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.

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.**

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

4.2.5.1.4 Project Staff/Resumes/Job Descriptions

Vendors must submit a resume or job description 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. Vendors must indicate that they have 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 key staff.

4.2.5.1.5 Staff Performance Evaluations and Training

Vendors must describe their 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.

4.2.5.1.6 Background Checks

Describe in detail the steps the vendor will take to ensure that no employee, regardless of their position, has been the subject of any incident or investigation which would call into question the propriety of that employee's working with the population indicated in this document and for this project. Describe your organization's general procedure for addressing occurrences when an incident or allegation is reported, founded or unfounded.

4.2.5.2 VENDOR FINANCIAL STABILITY

Vendors must submit an audited financial statement for year 2020 and letters from the auditor(s) who performed the 2019 and 2018 financial audits. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any official quarterly financial statements (from a financial institution) 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. Vendors must identify the counties/regions to be served by the proposed project. *All services as specified 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 Thursday, August 10, 2017. Selected vendors must be fully operational on Sunday, October 01, 2017.

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 *Reject/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 that will be used to assess the proposed services to determine if the expected benefits and their impact have occurred. 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*

Vendors must provide the physical address where records will be maintained, and services will be performed under a contract with the Department in the event the vendor is selected.

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 *Open Trade*

The vendor must attest that it is not currently engaged in and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

4.2.5.4.4 *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 Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

4.2.5.4.5 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.)

4.2.5.4.6 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.

4.2.5.4.7 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. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

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 C)**, if applicable.

4.2.5.5.3 Certificate of Compliance

The Trade Secret Affidavit must be followed by a completed copy of the **Certificate of Compliance (Appendix D)**. *All proposals must include the Certificate of Compliance.*

4.2.5.5.4 E-verify Memorandum of Understanding (MOU)

The Certificate of Compliance must be followed by a copy of the **E-verify MOU**. *All proposals must include the E-verify MOU.*

4.2.5.5.5 Immigration Status Form

The E-verify MOU must be followed by a copy of the **Immigration Status Form**. *All proposals must include the Immigration Status Form. (Appendix E)*

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

Vendors must use the cost proposal form in *Appendix F* and must submit a proposed daily rate not to exceed \$95.00 per day for TFC, and in accordance with the guidelines in *Appendix G* for Therapeutic Foster Care-Enhanced (TFC-E), to perform the service requirements of this procurement and specify the number of slots to be provided. Please note that the guidelines for Enhanced are not a guaranteed rate but a range of rates that will be determined with the vendor, the County and State DHR, Resource Management Division per the needs of the child. Vendors must calculate the total cost of the proposed program using the following formula:

Number of TFC Slots x Daily Rate x 365 days in the year

Example: 36 TFC slots x \$95 x 365 days = \$1,248,300.00

Vendors must submit separate annual budgets for the following periods: 1) Year 1 for *October 01, 2022* through *September 30, 2023*; 2) Year 2 for *October 01, 2023* through *September 30, 2024*; and Year 3 for *October 01, 2024*, through *September 30, 2025*, for the total amount of compensation that will be required to provide this placement meeting the program requirements and the core services outlined in this document. The cost proposal form (*Appendix F*.) must be completed indicating a daily rate per child and the number of beds offered at the stated rate. *The daily rate is subject to approval by the Department and Medicaid.*

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. The Department will be billed directly for services rendered to children who are not eligible for Medicaid.

Note: The actual daily rate charged for TFC slots may vary from the fixed rate based on the services provided for the child. The actual daily rate may exceed the fixed rate only when the provided services are approved by the ISP team.

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.

Category	RFP Section	Point Value
Vendor Qualifying Information		30% of points for a possible 300 points
A. Vendor Profile and Experience	4.2.5.1.1	250
B. Past and Present Contractual Relationships with the Department	4.2.5.1.2	0
C. Contract Performance	4.2.5.1.3	<i>To be Determined</i>
D. Project Staff/Resumes/Job Descriptions	4.2.5.1.4	15
E. Staff Performance Evaluations and Training	4.2.5.1.5	10
F. Background Checks	4.2.5.1.6	0
G. Vendor Financial Stability	4.2.5.2	25
Method of Providing Services		50% of points for a possible 500 points
A. Service Delivery Approach	4.2.5.3.1	450
B. Start-up Plan	4.2.5.3.2	10
C. Referral, Admission, and Exclusion Policy	4.2.5.3.3	15
D. Number of Slots Proposed	4.2.5.3.4	0
E. Reject/Discharge Policy	4.2.5.3.5	15
F. Assessment of Benefits and Impact	4.2.5.3.6	10
G. Office Location	4.2.5.3.7	0
H. Vendor Certifications	4.2.5.4.	0
Cost Proposal		20% of points for a possible 200 points
A. Cost Proposal	5.0	200

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.

Youth Assessment Summary: The State's current assessment tool used to determine youth readiness to function independently. It should at a minimum assess youth skills and knowledge in areas related to money management, food management, personal appearance/grooming, health, housekeeping, transportation, educational planning, job seeking, job maintenance, emergency and safety skills, knowledge of community resources, interpersonal skills, legal skills, housing, religion and spirituality, and leisure activities.

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/TFC-Enhanced 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 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 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 Foster Care needs of children placed in their homes and supervised by the child placing agency offering the Therapeutic Foster Care 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 3rd 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.

FOREIGN CORPORATIONS (OUT-OF-STATE FIRMS): Alabama law provides that a foreign corporation (out-of-state company/firm) may not transact business in the state until it obtains a certificate of authority from the Secretary of State, Section 10-2B-15.01, Code of Alabama 1975. To obtain form for a certificate of authority, contact the Secretary of State, Corporation Division, (334) 242-5324. Not having this certificate does not keep the vendor from registering.

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.

IMMIGRATION CLAUSE: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and any location. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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.

MERIT SYSTEM EXCLUSION: The vendor must not to be considered a merit system employee and is not entitled to any benefits of the State Merit System.

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.

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.

TERMINATION/ALTERNATIVE DISPUTE RESOLUTION

For any and all disputes arising under the terms of any contract resulting from this procurement, vendors hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

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 _____)
County of _____)ss.

_____ (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: CERTIFICATE OF COMPLIANCE

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ **by and between**
_____ **(Contractor/Grantee) and**
_____ **(State Agency, Department or Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

- The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
- Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____(a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____(b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

- As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
- Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

this _____ day of _____ 20_____.

WITNESS: _____

Printed Name of Witness

APPENDIX E: IMMIGRATION STATUS FORM

IMMIGRATION STATUS

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 F: COST PROPOSAL FORM

Contract Number:		DHR USE ONLY	Taxpayer ID#:
Agency:			
Address:			
Project Title:			
Budget Period:	October 01, 2022	to	September 30, 2025

Rate Information:

Year One

A. Proposed Cost for FY22/23: _____ Number of TFC Slots x \$ _____ Fixed Rate x 365

Days = \$ _____ Total Cost for TFC

Proposed Cost for FY22/23: _____ Number of TFC-Enhanced Slots _____

Year Two

B. Proposed Cost for FY23/24: _____ Number of TFC Slots x \$ _____ Fixed Rate x 365

Days = \$ _____ Total Cost for TFC

Proposed Cost for FY23/24: _____ Number of TFC-Enhanced Slots _____

Year Three

C. Proposed Cost for FY24/25: _____ Number of TFC Slots x \$ _____ Fixed Rate x 365

Days = \$ _____ Total Cost for TFC

Proposed Cost for FY24/25: _____ Number of TFC-Enhanced Slots _____

APPENDIX G: THERAPEUTIC FOSTER CARE-ENHANCED GUIDELINES FOR TIER RATES

Tier VI – 95.00 per day

Axis I Diagnosis (ADHD, Oppositional Defiant Disorder, Autism Spectrum, etc.)
Intellectual Disability w/IQ<55
Receive TFC Core Services

Tier V – 160.00 per day

Axis I Diagnosis (ADHD, Oppositional Defiant Disorder, Autism Spectrum, etc.)
May have Intellectual Disability
May have chronic medical condition
Receive TFC Core Services
Additional services may include, transportation, additional supervision, behavior therapy

Tier IV – 200.00 per day

Axis I Diagnosis (ADHD, Oppositional Defiant Disorder, Autism Spectrum, etc.)
May have Intellectual Disability
May have chronic medical condition
Elevated behavioral/emotional issues
Receive TFC Core Services
Additional services may include transportation, additional supervision/care, behavior therapy, equipment, behavior aide for short period of time-up to few hours 2-3x week.

Tier III – 230.00 per day

Axis I Diagnosis (ADHD, Oppositional Defiant Disorder, Autism Spectrum, etc.)
May have Intellectual Disability
May have chronic medical condition
Significant behavior/emotional/mental illness
Receive TFC Core Services
Additional services may include supervision, healthcare, transportation, equipment, behavioral therapy, behavior aide for longer period.

Tier II – 290.00 per day

Axis I Diagnosis (ADHD, Oppositional Defiant Disorder, Autism Spectrum, etc.)
May have Intellectual Disability
May have chronic medical condition
Significant to severe behavior/emotional/mental illness
Receive TFC core services

Additional services may include supervision, healthcare, nursing, transportation, equipment, intense behavioral therapy, behavior aide for awake hours.

Tier I- 350.00 per day

Axis I Diagnosis (ADHD, Oppositional Defiant Disorder, Autism Spectrum, etc.)

May have Intellectual Disability

May have chronic medical condition

Severe behavior/emotional/mental illness

Receive TFC core services

Additional services may include but not limited to supervision, healthcare, nursing, transportation, equipment for child, and home to keep child safe, intense behavior therapy, behavior aide up to 24 hours a day.