



# **INDIANA DEPARTMENT OF CHILD SERVICES**

## **Request for Proposal 10000178**

### **Solicitation For: Community-Based Family Preservation Services**

**Response Due Date: February 21, 2020**

Indiana Department of Child Services  
DCS Child Welfare Services  
302 W. Washington St., Room E306  
Indianapolis, Indiana 46204

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**SECTION ONE**  
**GENERAL INFORMATION AND REQUESTED SERVICES**

1.1 INTRODUCTION

The Indiana Department of Child Services (DCS), in accordance with its State IV-B Plan requires multiple child welfare services in all 18 Regions and 92 counties. The Regions and included counties are listed below. It is the intent of DCS to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the DCS website (<https://www.in.gov/dcs/3151.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

- Region 1: Lake
- Region 2: Jasper, LaPorte, Newton, Porter, Pulaski, Starke
- Region 3: Elkhart, Kosciusko, Marshall, St. Joseph
- Region 4: Allen, DeKalb, LaGrange, Noble, Steuben, Whitley
- Region 5: Benton, Warren, Fountain, White, Tippecanoe, Carroll, Clinton
- Region 6: Cass, Fulton, Howard, Huntington, Miami, Wabash
- Region 7: Adams, Blackford, Delaware, Grant, Jay, Randolph, Wells
- Region 8: Clay, Parke, Sullivan, Vermillion, Vigo
- Region 9: Montgomery, Putnam, Hendricks, Boone, Morgan
- Region 10: Marion
- Region 11: Hamilton, Tipton, Madison, Hancock
- Region 12: Fayette, Franklin, Henry, Rush, Union, Wayne
- Region 13: Brown, Greene, Lawrence, Monroe, Owen
- Region 14: Bartholomew, Jackson, Jennings, Johnson, Shelby
- Region 15: Dearborn, Decatur, Jefferson, Ripley, Ohio, Switzerland
- Region 16: Gibson, Knox, Pike, Posey, Vanderburgh, Warrick
- Region 17: Crawford, Daviess, Dubois, Martin, Orange, Perry, Spencer
- Region 18: Clark, Floyd, Harrison, Scott, Washington

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

Award Recommendation	Indiana Department of Child Services' summary to the agency being supported, typically in letter format, of the solicitation and suggestion on respondent selection for the purposes of beginning contract negotiations.
IAC	Indiana Administrative Code
IC	Indiana Code
Contract Award	

	The acceptance of Indiana Department of Child Services' Award Recommendation by the agency being supported in conjunction with the public posting of the Award Recommendation.
VSC	Valuable Scope Contribution – A business function that supports the scope of this solicitation
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this RFP for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE
Implementation	The successful implementation of Community-Based Family Preservation Services as specified in the contract resulting from this RFP
Installation	The delivery and physical setup of products or services requested in this RFP
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: 1) The judicial branch 2) The legislative branch 3) A political subdivision (includes towns, cities, local governments, etc.) 4) A State educational institution
Products	Tangible goods or manufactured items as specified in this RFP
Proposal	An offer as defined in IC 5-22-2-17
Respondent	An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the respondent who will be ultimately responsible for performance of the contract
Services	Work to be performed as specified in this RFP
State	The State of Indiana
State Agency	As defined in IC 4-13-1, "State Agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of State government

Vendor Any entity or person who does business with the State and is registered as same.

### 1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select multiple Community-Based Family Preservation Services providers that can satisfy DCS's need for the provision of Family Preservation Services in the 18 DCS Regions and the corresponding local offices in the State. Community-Based Family Preservation Services are services provided to families who have had a substantiated incident of abuse and/or neglect, but, where DCS believes the child(ren) can remain in the home with the introduction of appropriate services to the entire family. The Contractor must follow the requirements as identified in Attachment A Service Standard and in this RFP.

Community-Based Services, formerly referred to as IV-B Services, are programs which promote the well-being of children and families and are designed to strengthen and stabilize families (including biological, adoptive, foster, and extended families). Services shall be provided in accordance to the DCS Service Standard as outlined in Attachment A.

### 1.4 SUMMARY SCOPE OF WORK

Family Preservation Services are services designed to work with families who have had a substantiated incident of abuse and/or neglect, but, where DCS believes the child(ren) can remain in the home with their caregiver(s) with the introduction of appropriate services to the family. "Caregiver" is broadly defined to include: Birth parent(s), Adoptive parent(s), Relative caregiver(s), Fictive kinship caregiver(s), Other caregiver(s) who has been providing care and housing to the child(ren) and who has been deemed to be appropriate by DCS. This service is for the entire family.

Family Preservation Services include assessment of child/parent/family resulting in an appropriate service/treatment plan that is based on the assessed need. Family Preservation Services are home-based and monitor and address any safety concerns for the child(ren). Any interventions are strength-based and family-driven with the family actively participating in identifying the focus of services.

Family Preservation Services are all inclusive and must aim to preserve the family by addressing any present safety and supervision concerns. All family members (provided it is age-appropriate for children to do so) should be involved in treatment planning and establishment of goals. The overarching goal for these services is to preserve families by addressing and resolving identified safety and supervision concerns.

DCS must also be involved in the creation of treatment plans and safety plans. It is expected that Family Preservation Services providers will be actively engaged in the DCS Practice Model (<https://www.in.gov/dcs/3208.htm>) and attend scheduled Child and Family Team Meetings (CFTMs) whenever requested. Through the teaming process DCS will participate in the continuous development of family goals.

If, during the course of service delivery, it becomes necessary to formally and indefinitely remove the child(ren) due to unresolvable safety concerns, the referral for Family Preservation Services will end, effective the date of the removal.

At the direction of the Indiana State Legislature, Family Preservation Services will move to a per-diem model for reimbursement with the execution of this Contract (see HEA 1001). Separately from this mandate, DCS is also requiring that evidence-based models be used in the provision of Family Preservation Services through this Contract.

To classify as evidence-based, a practice must be classified at a minimum as a “Promising Practice” on the California Evidence-Based Clearinghouse (CEBC) (<http://www.cebc4cw.org/>). Models that are classified on the CEBC as “Supported” or “Well-Supported” may also be used. No practice that is classified as “Fails to Demonstrate Effect” or “Concerning Practice”, or that is not listed at all on the CEBC may be utilized except for concrete assistance. Examples of concrete assistance needs include: overdue rent when the family is facing an eviction or other loss of housing, past-due utilities that may result in electricity and/or gas to the home being suspended creating an unsafe or unsuitable living condition for the child(ren), and food or clothing insecurity.

Providers must be able to document adherence to the evidence-based practice(s) that they are utilizing and be able to show that staff delivering these practices have had adequate training/certification/credentials (as required by the model being utilized).

Please see Attachment A Service Standard for more information.

Please follow the link below to review publicly available data that is kept on DCS’s website related to all of its case types, including In-Home CHINS and Informal Adjustments (IAs):  
<https://www.in.gov/dcs/2329.htm>.

Providers interested in specific data around IAs and In-Home CHINS by Region and by County should click “Practice Indicator Reports,” then the month they are researching, then “Safely Home Family First by County.” Then a PDF will open with a full breakdown of the numbers by case type.

Contractors chosen will be expected to provide Community-Based Family Preservation Services in a manner that is consistent with the Principles of Child Welfare Services (Attachment F). These specifications include but are not limited to: length, quality and type of services, qualifications of staff, documentation requirements, as well as, program reports and evaluation. The Contractor shall adhere to the DCS Service Standard (Attachment A) and Sample Contract (Attachment E).

Many children and adults who are served by DCS are covered by Medicaid. DCS intends to refer those Medicaid eligible children and adults to Medicaid eligible providers for Medicaid Clinic Option services where available and appropriate. It should also be noted the qualifications of the workers addressed in the service standard are based on the funding source. The provider is responsible for making sure the qualifications are being met.

Any costs included as a part of the delivery of your evidence-based model(s) cannot be billed separately to Medicaid, as these costs will be paid as part of the per-diem. Any Medicaid-eligible costs outside the scope of the delivery of your evidence-based model(s) can be billed to Medicaid as

appropriate. At no point should any Contractor double-bill Medicaid and DCS through the provision of these services.

### 1.5 RFP OUTLINE

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information and Requested Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the services being solicited by the Indiana Department of Child Services via this RFP
Section 2 – Proposal Preparation Instructions	This section provides instructions on the format and content of the RFP including a Transmittal Letter, Provider Narrative, and Service Narrative
Section 3 – Proposal Evaluation	This section discusses the evaluation criteria to be used to evaluate respondents’ proposals
Attachment A	Service Standard
Attachment B	KidTraks Provider User Guide
Attachment C	Provider Narrative Template
Attachment D	Service Narrative Template
Attachment E	Sample Contract
Attachment F	Principles of Child Welfare Services
Attachment G	Assurances
Attachment H	M/WBE Participation Plan Form
Attachment I	Q&A Template
Attachment J	Family Preservation Report Templates

### 1.6 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the date, time, and location specified in Section 1.24 Summary of Milestones. At this conference, potential respondents may ask questions about the RFP and the RFP process. Respondents are reminded that no answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State. Attendance at this conference is optional and not a prerequisite to submission of an RFI response.

Note the conference will also be livestreamed and recorded for interested potential Respondents who are unable to attend in person. The livestream and recording of the conference can be found

here: <https://Indiana.AdobeConnect.com/indiana>. Those interested in this option can test their connections by visiting: [https://indiana.adobeconnect.com/common/help/en/support/meeting\\_test.htm](https://indiana.adobeconnect.com/common/help/en/support/meeting_test.htm).

## 1.7 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted by the date and time outlined in Section 1.24 Summary of Milestones. Questions/Inquiries may be submitted in Attachment I, Q&A Template, via email to [ChildWelfarePlan@dcs.in.gov](mailto:ChildWelfarePlan@dcs.in.gov) and must be received by the time and date indicated above.

The subject line of the email submissions must clearly state the following:  
“**RFP 10000178 Questions/Inquiries – [INSERT PROVIDER NAME]**”.

Following the question/inquiry due date, DCS personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the DCS website according to the RFP timetable established in Section 1.24. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the DCS website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of DCS or any other participating agency. Such action may disqualify Respondent(s) from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the DCS website. If such addenda issuance is necessary, DCS may extend the due date and time of proposals to accommodate such additional information requirements, if required.

## 1.8 DUE DATE FOR PROPOSALS

To be considered, proposals must be submitted electronically through the Proposal Portal by the date and time specified in Section 1.24 Summary of Milestones.

Any proposal not submitted electronically by the date and time specified in Section 1.24 Summary of Milestones will NOT be considered.

## 1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to the Indiana Department of Child Services and clearly identified as a modification.

The Respondent’s authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Indiana Department of Child Services will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Indiana Department of Child Services after the exact hour and date specified for receipt of proposals will not be considered.

#### 1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to attach caveats to pricing or submit pricing that deviates from the current format will put your proposal at risk.

Please refer to Section 2.4: Per Diem Rate for more information on this RFP's requirements.

#### 1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for provider or service narrative revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Department of Child Services or its appointed representatives will initiate and facilitate all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in Attachment E. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

#### 1.12 RESERVED

#### 1.13 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required, will be discussed in the Service Narrative.

#### 1.14 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with multiple Respondent(s) to fulfill the requirements in this RFP. Please see Attachment E Sample Contract and Attachment A Service Standard.

The term of the contract shall be for a period of one (1) year and one (1) month from the date of contract execution. There may be two (2) one-year renewals for a total of three (3) years and one (1) month at the State's option.

#### 1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must indicate so in the Transmittal Letter. Confidential Information must also be clearly marked in a separate folder on any included CD-ROM. The Respondent must also specify which statutory exception of APRA applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the Indiana Department of Child Services will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

- [18-INF-06; Redaction of Public Procurement Documents Informal Inquiry](#)

#### 1.16 TAXES

Proposals should not include any tax from which the State is exempt.

#### 1.17 PROCUREMENT DIVISION REGISTRATION

In order to submit a proposal, Respondents must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to [www.in.gov/idoa/2464.htm](http://www.in.gov/idoa/2464.htm).

#### 1.18 SECRETARY OF STATE REGISTRATION

In order to submit a proposal, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana  
Corporation Division  
402 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576  
[www.in.gov/sos](http://www.in.gov/sos)

NOTE: When you complete the proposal application, your agency's legal name must match your registered name with the Secretary of State. If it does not and your agency is selected for a contract, the contract will be delayed until this is resolved. Before contracts are moved through the signature process they must pass review by the Department of Workforce Development (DWD) and Department of Revenue (DOR). If an agency that is accepted for a contract by DCS has unpaid unemployment insurance or unpaid taxes to the State, the contract will be held until these issues are resolved. Any issues must be resolved with DWD/DOR. It is extremely important that all agencies are aware of this review to prevent delays in the timely execution of the contract.

## 1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State. If, in an audit or review by the State, it is discovered that there is a non-compliance issue with either the service standard or the contract, the State may elect to impose a financial penalty.

## 1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of minority and women owned business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore, a contract goal of 8% for Minority Business Enterprises and 8% for Women Business Enterprises has been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5, Executive Order 13-04 and IC 5-22-14-3.5.

Failure to address these requirements may impact the evaluation of your proposal.

## 1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT (MWBE)

In accordance with 25 IAC 5-5, the Respondent is expected to submit with its proposal a Minority & Women's Business Enterprises RFP Subcontractor Commitment Form (Attachment H). The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

If participation is met through use of respondents who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost and percentage of total bid amount of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. All Respondents must utilize \$100,000 for their "Total Bid Amount". This "Total Bid Amount" is not intended to be a guarantee or reflection of actual contract value but rather is included for evaluation purposes. The Contractor will be held to their commitment percentage(s) rather than the estimated dollar amount(s).

Failure to meet these percentage goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

**Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

- Must be listed on the IDOA Directory of Certified Firms, **on or before** the proposal due date
- Prime Contractor must include with their proposal the subcontractor's M/WBE Certification Letter provided by IDOA, to show current status of certification.
- Each firm may only serve as one classification – MBE or WBE
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Valuable Scope Contribution (VSC). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

**MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR  
LETTER OF COMMITMENT (MWBE)**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the M/WBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount and percentage, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The MBE and/or WBE subcontractor amount and subcontractor percentage is only based on the initial term of the contract, unless the products and/or services are needed beyond the initial term. Any products and/or services desired after the initial term will require separate negotiations between the prime contractor and subcontractor. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount as a percentage of the "Total Bid Amount" and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's MWBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idoa/2352.htm>.

**MINORITY & WOMEN'S BUSINESS COMPLIANCE (MWBE)**

If awarded the contract with M/WBE subcontractor percentage commitment participation, the Respondent is required to report payments made to M/WBE Division subcontractors under the Contract on a monthly basis using the online audit tool, commonly referred to as "Pay Audit." The Contractor should also notify subcontractors that they must confirm payments received from Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at:

[www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm)

Further, a copy of each subcontractor agreement must be submitted to IDOA's M/WBE Division within thirty (30) days of the effective date of this Contract. The contracts may be uploaded into Pay Audit, emailed to [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov); or mailed to MWBE Compliance 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement or failure to meet these commitments could be considered a material breach of this Contract and result in sanctions per 25 IAC 5.

Any changes to this information during the term of the contract must be approved by MWBE Compliance at [MWBECompliance@idoa.IN.gov](mailto:MWBECompliance@idoa.IN.gov).

1.22 RESERVED

1.23 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

***Key RFP Dates***

<b>Activity</b>	<b>Date</b>
Issue of RFP	December 16, 2019
Pre-Proposal Conference	January 8, 2020 10:00 AM - 12:00 PM Eastern Time Indiana Government Center South (IGCS) Auditorium
Deadline to Submit Written Questions	January 13, 2020 by 3:00 PM Eastern Time
Response to Written Questions/RFP Amendments	January 24, 2020
Submission of Proposals	February 21, 2020 by 3:00 PM Eastern Time

<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	February 2020 – March 2020
Proposal Discussions/Clarifications (if necessary)	March 2020
Notification of Awards	April 2020
Preparation of Contracts	April 2020 – May 2020
Contract Start Date	June 1, 2020

1.25 RESERVED

1.26 CONFLICT OF INTEREST

Any person, firm or entity that assisted with and/or participated in the preparation of this RFP document is prohibited from submitting a proposal to this specific RFP. For the purposes of this RFP “person” means a State officer, employee, special State appointee, or any individual or entity working with or advising the State or involved in the preparation of this RFP proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

## SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

### 2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below. Each item below must be addressed in the Respondent's proposal. The proposal will be submitted electronically (See KidTraks Provider User Guide, Attachment B for instructions on electronic submission).

- **Transmittal Letter:** The Transmittal Letter must be in the form of a letter and address each component under Section 2.2. The Respondent must indicate in their Transmittal Letter which Region(s) they are proposing services for. The State encourages providers to serve all counties within their proposed Region(s) whenever possible. Only one Transmittal Letter should be completed regardless of how many Region(s) the Respondent is proposing services for.
- **Provider Narrative:** The Provider Narrative template must be followed (**Attachment C**). Only one Provider Narrative should be completed regardless of how many Region(s) the Respondent is proposing services for. This portion of the proposal allows the applicant to provide specific information regarding the history and structure of the organization.
- **Service Narrative:** The Service Narrative template must be followed (**Attachment D**). The Respondent must indicate in their Service Narrative which Region(s) they are proposing services for. The State encourages providers to serve all counties within their proposed Region(s) whenever possible. Only one Service Narrative should be completed regardless of how many Region(s) the Respondent is proposing services for. This portion of the proposal allows the applicant to provide specific information regarding the proposed service.

The application and all of the submitted attachments should be submitted and uploaded as indicated in the KidTraks User Guide, Attachment B. Proposals cannot be submitted electronically without the required attachment(s). All proposals must be submitted electronically no later than the date and time specified in Section 1.24 Summary of Milestones. Prior to submitting the proposal, it is vital that the proposal be reviewed to ensure that all required information is included.

Note: Respondents will submit only one proposal regardless of how many Region(s) the Respondent is proposing services for.

### 2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

#### 2.2.1 Statement of Agreement

Statement of Agreement must identify what Region(s) the Respondent is proposing services for and must include a statement confirming they will comply with the requirements described in DCS Service Standard (Attachment A), Sample Contract (Attachment E), Purpose of RFP in Section 1.3, and Scope of Work in Section 1.4 for the proposed Region(s). If the Respondent is proposing services for multiple

Regions, there must be a statement of agreement for each proposed Region. The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1. Note that the State encourages providers to serve all counties within their proposed Region(s) whenever possible.

#### 2.2.2 Summary of Ability and Desire to Supply Family Preservation Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply Community-Based Family Preservation services that meet the requirements defined in this RFP for all Region(s) the Respondent is proposing to provide services for. The letter must also contain a statement indicating the Respondent's willingness to provide Community-Based Family Preservation Services for all Region(s) the Respondent is proposing to provide services for, subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

#### 2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2: Proposal Preparation Instructions must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.**

#### 2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Deputy Director of Child Welfare Services of any changes in any address that may have occurred since the origination of this solicitation. The Deputy Director of Child Welfare Services will not be held responsible for incorrect respondent addresses.

#### 2.2.5 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.* (see section 1.15).

Provide the following information:

- List all documents, or sections of documents, for which statutory exemption to the APRA is being claimed;
- Specify which statutory exception of APRA applies for each document, or section of the document;

- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document.  
Provide a separate redacted (for public release) version of the document.

#### 2.2.6 Contract Terms/Clauses

A sample contract that the State expects to execute with all successful Respondents is provided in Attachment E. All clauses in this contract are mandatory. A mandatory requirement for submitting a proposal is acceptance of all contract clauses in Attachment E Sample Contract. Respondents must indicate their acceptance of all contract clauses in the Transmittal Letter.

Any or all portions of this RFP and any or all portions of the Respondent's response may be incorporated as part of the final contract.

#### 2.2.7 Acceptance of Per Diem Rate

The Respondent must explicitly acknowledge acceptance of the per diem rate as calculated, as well as the per diem payment methodology as presented in Section 2.4 Per Diem Rate. Respondents must indicate their acceptance in the Transmittal Letter. This acceptance is mandatory.

#### 2.2.8 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

### 2.3 PROVIDER NARRATIVE AND SERVICE NARRATIVE

The Provider Narrative (Attachment C) and Service Narrative (Attachment D) must utilize the provided templates. Each proposal will include one Provider Narrative along with one Service Narrative regardless of how many Region(s) the Respondent is proposing services for. The Provider Narrative will include information specific to the organization as a whole. The Service Narrative will outline the specific services to be delivered as well as indicate which Region(s) the Respondent is proposing services for. The State encourages providers to serve all counties within their proposed Region(s) whenever possible.

The Provider Narrative and Service Narrative must be divided into the sections as outlined in Attachment C Provider Narrative Template and Attachment D Service Narrative Template. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response.

Where appropriate, supporting documentation may be referenced by a page and paragraph number. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State.

### 2.4 PER DIEM RATE

DCS has established the following per diem rate: \$113.47 for a family with up to two children, and then an additional \$24.25 for each child beyond two children.

The per diem will start the day of the first face-to-face with the targeted caregiver(s) and end the day of the closure of the case or the day the child(ren) is removed from the home. Any costs included as a part of the delivery of your evidence-based model(s) cannot be billed to Medicaid. Any Medicaid-eligible costs outside the scope of the delivery of your evidence-based model(s) can be billed to Medicaid as appropriate. Billing Medicaid is not expected to be common amongst most providers for Family Preservation services. However, an example of a Family Preservation provider appropriately billing Medicaid for services outside the delivery of their evidence-based model(s) is as follows: A Community Mental Health Center that provides Medicaid Rehabilitation Option (MRO) services could bill Medicaid for Medicaid-eligible services provided outside of the scope of their DCS approved evidence-based model(s).

In addition, the location of and cost of interpretation, translation, and sign language services are the responsibility of the Respondent. If the translation, sign language, or interpretation service is needed in the delivery of Family Preservation Services referred, DCS will reimburse the Respondent for the cost of the interpretation, translation, or sign language service at the actual cost of the service to the Respondent. The referral from DCS must include the request for interpretation services and the agency's invoice for this service must be provided when billing DCS for the service. Respondents can use DCS contracted agencies and request that they be given the DCS contracted rate, but this is not required. The Respondent is free to use an agency or persons of their choosing as long as the interpretation, translation, or sign language service is provided in an accurate and competent manner and billed at a fair market rate.

## **SECTION THREE PROPOSAL EVALUATION**

### **3.1 PROPOSAL EVALUATION PROCEDURE**

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. Proposals will be evaluated by Region, with each Region's evaluations occurring independently. The Director of the Indiana Department of Child Services or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to mandatory requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category. Proposals will be evaluated by Region, with each Region's evaluations occurring independently.
- 3.1.3 Based on the results of this evaluation, the qualifying proposals determined to be the most advantageous to the State independently by Region, taking into account all of the evaluation factors, may be selected by the Department of Child Services for further action, such as contract negotiations. If, however, the Department of Child Services decides that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, the Department of Child Services may begin contract preparation with the next qualified Respondent(s) or determine that no such alternate proposal exists.

### **3.2 EVALUATION CRITERIA**

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner while meeting the expectations for service provision outlined in Attachment A Service Standard. Proposals will be evaluated by Region, with each Region's evaluations occurring independently. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

#### ***Summary of Evaluation Criteria:***

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Provider Narrative Review	35 available points
3. Service Narrative Review	35 available points
4. Minority Business Enterprise Subcontractor Percentage Commitment	5 (1 bonus point is available, see Section 3.2.1)
5. Women Business Enterprise Subcontractor Percentage Commitment	5 (1 bonus point is available, see Section 3.2.1)
<b>Total</b>	<b>80 (82 if bonus awarded)</b>

All proposals will be evaluated using the following approach.

Step 1

In this step, proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 70 points. Proposals will be evaluated by Region, with each Region’s evaluations occurring independently. All proposals will be ranked by Region on the basis of their scores for Criteria 2 and 3 ONLY. This ranking, of separate or combined Criteria 2 and 3 scores, may be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on other proposal elements. Step 2 may include additional “short lists”.

Step 3

The short-listed proposals will then be evaluated based on all the evaluation criteria outlined in the table above (by Region, with each Region’s evaluations occurring independently), including the following criteria:

- 3.2.1 Minority (5 points) & Women's Business (5 points) Subcontractor Percentage Commitment - (10 points).

The following formula will be used to determine points to be awarded based on the MBE and WBE percentage goals listed in Section 1.21 of this RFP. Scoring is conducted based on an assigned 10-point, plus possible 2 bonus-points, scale (MBE:

Possible 5 points + 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon meeting or exceeding the established commitment percentage goals. Commitments are scored only on the basis of commitment percentages. Information on commitment dollar amounts are collected solely for the purpose of validating commitment percentages.

If the respondent’s commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

*NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts. Rounding will be calculated based on the Sub-Contract Amount, divided by the Total Bid Amount.)*

If the respondent’s commitment amount is greater than \$0 but the commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

If the respondent’s commitment amount is \$0 and thus the commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable VSC percentage participation which exceeds the stated percentage goal (“exceeds” defined herein as a commitment percentage that is equal to or greater than 9% before rounding) for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable VSC percentage participation and both firms exceed the percentage goal for the respective MBE/WBE category both firms will receive 6 points.

The Director of the Indiana Department of Child Services or their designee will, in the exercise of sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final. Recommendation by the Regional Service Councils will be considered when determining which proposals will be accepted to move forward in the contracting process. DCS reserves the right to contract with multiple respondents for the same service within the same Region and Local Office. Selections are based on service and location needs and these may vary across the State.