



INDIANA DEPARTMENT OF CHILD SERVICES

Request for Proposal 01-2024

Solicitation For:
Intensive Foster Care Services

ADDENDUM #2

Response Due Date: **April 17, 2024**

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

Table of Contents

SECTION ONE GENERAL INFORMATION AND REQUESTED SERVICES.....	4
1.1 INTRODUCTION.....	4
1.2 DEFINITIONS AND ABBREVIATIONS	4
1.3 PURPOSE OF THE RFP	5
1.4 SUMMARY SCOPE OF WORK.....	6
1.5 RFP OUTLINE.....	7
1.6 PRE-PROPOSAL CONFERENCE	8
1.7 QUESTION/INQUIRY PROCESS.....	8
1.8 DUE DATE FOR PROPOSALS.....	8
1.9 MODIFICATION OR WITHDRAWAL OF OFFERS	9
1.10 PRICING	9
1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS	9
1.12 BEST AND FINAL OFFER (BAFO)	9
1.13 REFERENCE SITE VISITS	10
1.14 TYPE AND TERM OF CONTRACT	10
1.15 CONFIDENTIAL INFORMATION	10
1.16 TAXES.....	10
1.17 PROCUREMENT DIVISION REGISTRATION	10
1.18 SECRETARY OF STATE REGISTRATION	11
1.19 COMPLIANCE CERTIFICATION.....	11
1.20 EQUAL OPPORTUNITY COMMITMENT	11
1.21 MINORITY & WOMEN’S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT (MWBE)	12
1.22 RESERVED.....	13
1.23 AMERICANS WITH DISABILITIES ACT.....	14
1.24 SUMMARY OF MILESTONES.....	14
1.25 RESERVED.....	14
1.26 CONFLICT OF INTEREST.....	15
SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS.....	16
2.1 GENERAL	16
2.2 EXECUTIVE SUMMARY	16
2.2.1 Statement of Agreement.....	16
2.2.2 Summary of Ability and Desire to Supply Intensive Foster Care Services.....	16
2.2.3 Signature of Authorized Representative.....	17
2.2.4 Respondent Notification	17
2.2.5 Secretary of State	17
2.2.6 Contract Terms/Clauses.....	17
2.2.7 Other Information.....	17
2.3 PROVIDER NARRATIVE AND SERVICE NARRATIVE	18
2.4 PER DIEM RATES.....	18
2.4.1 Placement Per Diem Rate.....	18
2.4.2 Non-Placement Per Diem Rate	19

2.4.3	Intensive Respite Care Per Diem Rate	19
SECTION THREE PROPOSAL EVALUATION.....		21
3.1	PROPOSAL EVALUATION PROCEDURE.....	21
3.2	EVALUATION CRITERIA.....	21
3.2.1	Minority Business Subcontractor Commitment – 5 points.....	22
3.2.2	Women Business Subcontractor Commitment – 5 points.....	23

SECTION ONE
GENERAL INFORMATION AND REQUESTED SERVICES

1.1 INTRODUCTION

The Indiana Department of Child Services (DCS) is procuring Intensive Foster Care Services in all 18 Regions and 92 counties of Indiana. The Regions and included counties are available here: <https://www.in.gov/dcs/contact-us/local-dcs-offices/>. 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. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

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 Intensive Foster Care 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 the same.

1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select multiple Intensive Foster Care Services providers that can satisfy DCS's need for the statewide provision of Intensive Foster Care and Intensive Respite Care Services. Intensive Foster Care Services are services provided to children with intensive medical, mental, emotional, and/or behavioral needs who may need additional support to ensure placement stability. These services are provided with the goal of preparing the foster parent(s) to provide care and support for the child without the need for additional services from either DCS or other providers. Any contract awarded as a result of this RFP will be statewide but may only apply to the individual Region(s) included in the award and must follow the requirements as identified in Attachment A Service Standard and in this RFP.

Intensive Foster Care Services promote the stability and safety of children that require a higher level of care. Services shall be provided in accordance to the DCS Service Standard as outlined in Attachment A.

1.4 SUMMARY SCOPE OF WORK

Intensive Foster Care Services are services designed to maintain children with intensive medical, mental, emotional, and/or behavioral needs in a single placement to encourage safety and stability, while supporting the Intensive Foster Family and assisting children in their transition to permanency through the introduction of appropriate services for the family. Children may be stepping down from congregate care settings and may have recently completed a treatment program. Children targeted for participation in Intensive Foster Care Services often exhibit problematic behaviors, including, but not limited to, elopement, aggressive behaviors, maladaptive sexual behaviors, self-harm, and substance abuse.

“Intensive Foster Parent” and “Intensive Foster Family” are broadly defined to include foster parent(s) providing care and housing to the child(ren) in the Intensive Foster Care program, as well as other family members residing in the same household that may be providing support to the referred child(ren). Services must be family centered and child focused.

Intensive Foster Care Services include a wide range of service offerings aimed at assisting Intensive Foster Families in their support of child(ren)’s transition to permanency. Intensive Foster Families shall directly care for the child(ren) and utilize the specific service offerings that best meet the unique needs of the child(ren). These Intensive Foster Care Services are provided in tandem and in addition to traditional Foster Care Services. These services shall be provided to Intensive Foster Parents by the provider, and the Intensive Foster Care program shall be provided with the entire family in mind (including both parents and children). Providers of Intensive Foster Care shall also offer Intensive Respite Care that can meet the needs of children and families as described in the Service Standard.

Services must be comprehensive and individualized to children and families’ unique needs. The overarching goal for these services is to promote safety and stability, while supporting the Intensive Foster Family and assisting children in their transition to permanency. The State hopes to receive proposals with innovative ideas and solutions for services to be provided via the Intensive Foster Care program.

DCS and the Child and Family Team must also be involved in the creation of treatment plans and safety plans. It is expected that Intensive Foster Care 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.

For children that are stepping down to Intensive Foster Care from a more restrictive environment, such as residential or acute care, the Provider shall work with the residential or acute provider and Intensive Foster Care family to create a discharge plan. Additionally, Intensive Foster Care parents shall work with the Child and Family Team in planning discharge from the Intensive Foster Care program to ensure a seamless transition to permanency for the child.

Please see Attachment A Service Standard for more information.

Contractors chosen will be expected to provide Intensive Foster Care Services in a manner that is consistent with the Principles of Child Welfare Services (Attachment E). 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 D).

Medicaid or other third-party payers may be utilized to treat medically necessary conditions. If the child(ren) do/does not have insurance and all other payment alternatives have been exhausted, DCS will be the payer of last resort.

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 an Executive Summary, 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	Provider Narrative Template
Attachment C	Service Narrative Template
Attachment D	Sample Contract
Attachment E	Principles of Child Welfare Services
Attachment F	Assurances
Attachment G	M/WBE Participation Plan Form
Attachment H	Q&A Template
Attachment I	Cost Proposal Template
Attachment J	Pre-proposal Network Opportunities Form
Attachment K	Intent to Respond Form
Attachment L	Attestation Form

1.6 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the date and time 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 RFP response.

The pre-proposal conference provides an opportunity for potential prime contractors and potential sub-contractors to connect. The State strongly encourages potential prime contractors and potential subcontractors to complete and submit **Attachment J** directly to ChildWelfarePlan@dcs.in.gov no later than the time and date outlined in [Section 1.24](#). Compiled company contact information will be posted to the solicitation website to allow networking to take place among the vendor community. Though **Attachment J** is not required, the State encourages its use.

As of the posting of Addendum #2, a second pre-proposal conference will be held at the date and time specified in Section 1.24 Summary of Milestones.

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 H, Q&A Template, via email to 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 01-2024 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.

As of the posting of Addendum #2, DCS plans to hold a second round of questions/inquiries. All additional 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 H, Q&A Template, via email to ChildWelfarePlan@dcs.in.gov and must be received by the time and date indicated in Section 1.24.

The subject line of the email submissions must clearly state the following:
“**RFP 01-2024 Second Round Questions/Inquiries – [INSERT PROVIDER NAME]**”.

Following the second round question/inquiry due date, DCS personnel will compile a list of the second round 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 second round 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 via email to ChildWelfarePlan@dcs.in.gov by the date and time specified in Section 1.24 Summary of Milestones.

Any proposal not submitted 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, 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 Rates 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 D. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.12 BEST AND FINAL OFFER (BAFO)

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract based on initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offer(s) that are most advantageous to the State.

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 Respondents to fulfill the requirements in this RFP. Please see Attachment D Sample Contract and Attachment A Service Standard.

The term of the contract shall be for a period of four (4) years from the date of contract execution. At the State's option, there may be either two (2) one-year renewals, or one (1) two-year renewal. In no event shall the term of this Contract exceed a total of six (6) years.

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 solicitation file may be viewed and copied by any member of the public, including news agencies and competitors. The responses are deemed to be “public records” unless a specific provision of IC 5-14-3 protects it from disclosure. Respondents claiming a statutory exception to the APRA **must indicate so per Attachment L** which specific provision applies to which specific part of the response.

Please note citing “Confidential” on an entire section is not sufficient or acceptable.

The Public Access Counselor (PAC) provides guidance on APRA. Respondents are encouraged to read guidance from the PAC on this topic as this is the guidance IDOA follows:

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

If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. The State also may seek the opinion of the PAC for guidance.

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.

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

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 11% 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)

Indiana Code 4-13-16.5 and 25 IAC 5 governs the Division of Supplier Diversity program as it relates to the certification, oversight, and responsibilities around the certified Indiana Minority and/or Women Business Enterprises (MWBE). As stated in Section 1.20, there is a commitment goal for this solicitation. The MWBE Subcontractor Commitment form is Attachment G. The MWBE Subcontractor Commitment Form is to be submitted as a part of the Respondent's proposal. In order for the subcontractor commitment to result in evaluation points for the Respondent, the entity must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>.

If participation is proposed through the use of Subcontractors, the Respondent must provide the scope of work of the products and/or services to be provided by the Subcontractor(s). This must include explanation of whether the products and/or services are to be utilized directly by the Respondent and/or directly by the State, a description of the process through which the products/services will be received and applied to the benefit of the award, the deliverable requirements as agreed upon between the Contractor and Subcontractor, the certified UNSPSC that applies to the award, and the cost of supplies being utilized by the Respondent 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). The MBE and/or WBE subcontractor amount and subcontractor percentage is based on the initial term of the contract for scoring purposes only. However, the subcontractor commitment shall apply to the life of the contract including any time after the initial term.

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

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

- Must be on the State of Indiana Certified M/W/IVOSB list at <https://www.in.gov/idoa/mwbe>, **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. See 25 IAC 5-6-2(d))
- **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 services only in the industry area for which it is certified.
- 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 SUBCONTRACTOR LETTER OF COMMITMENT (MWBE)

A signed letter(s), on company letterhead, from the MBE(s) and/or WBE(s) must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project and approximate date the subcontractor will perform work on this contract. For scoring purposes, the MBE and/or WBE subcontractor amount and subcontractor percentage is based on the initial term of the contract. However, the subcontractor commitment shall apply to the life of the contract including any time after the initial term.

The State may deny evaluation points if the letter(s) is/are not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, 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 rules and requirements of the State's Division of Supplier Diversity. Questions about those rules and requirements should be directed to: Division of Supplier Diversity at (317) 232-3061 or the Supplier Diversity website at <https://www.in.gov/idoa/mwbe>.

MINORITY & WOMEN'S BUSINESS COMPLIANCE (MWBE)

If awarded the contract with MWBE subcontractor participation, the Respondent will be required to report payments made to Division of Supplier Diversity certified subcontractors under the Contract monthly 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 Pay Audit System webpage at www.in.gov/idoa/mwbe/payaudit.htm.

Further, a copy of each subcontractor agreement must be submitted to IDOA's Division of Supplier Diversity 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; or mailed to Division of Supplier Diversity 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 Division of Supplier Diversity Compliance at 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. Not all the dates below are binding.¹ 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

Activity	Date
Issue of RFP	December 18, 2023
Pre-Proposal Conference	January 30, 2024 11:00 AM Eastern Time Available at this Link
Deadline to Submit Pre-Proposal Network Opportunities Form (optional)	January 31, 2024 by 3:00 PM Eastern Time
Deadline to Submit First Round Written Questions	January 31, 2024 by 3:00 PM Eastern Time
Intent to Respond Form Due (optional)	January 31, 2024
Response to First Round Written Questions/RFP Amendments	February 21, 2024
Second Pre-Proposal Conference	March 14, 2024 3:00 PM Eastern Time Available at this Link
Deadline to Submit Second Round of Written Questions	March 20, 2024 by 3:00 PM Eastern Time
Response to Second Round of Written Questions/RFP Amendments	April 5, 2024
Submission of Proposals (see footnote 1.)	April 17, 2024 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	April/ May 2024
Proposal Discussions/Clarifications (if necessary)	May/ June 2024
Notification of Awards	June/ July 2024
Preparation of Contracts	July/ August 2024
Contract Start Date	September/ October 2024

¹ Submission of Proposals to the State IS binding

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 via email to ChildWelfarePlan@dcs.in.gov.

- **Executive Summary:** The Executive Summary must be in the form of a letter and address each component under Section 2.2. The Respondent must indicate in their Executive Summary which Region(s) they are proposing services for. Only one Executive Summary 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 B**). 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 C**). The Respondent must indicate in their Service Narrative which Region(s) they are proposing services for. 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 via email to ChildWelfarePlan@dcs.in.gov. All proposals must be submitted 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 EXECUTIVE SUMMARY

The Executive Summary 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) and Sample Contract (Attachment D) for this Contract.

2.2.2 Summary of Ability and Desire to Supply Intensive Foster Care Services

The Executive Summary must briefly summarize the Respondent's ability to supply Intensive Foster Care services that meet the requirements defined in this RFP. The

letter should also contain a statement indicating the Respondent's willingness to provide Intensive Foster Care Services, 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 Executive Summary. **In the Executive Summary, 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 Executive Summary, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify Erin Richardson (erin.richardson@dcs.in.gov) of any changes in any address that may have occurred since the origination of this solicitation. DCS will not be held responsible for incorrect respondent addresses.

2.2.5 Secretary of State

The Respondent shall indicate their status with respect to the Office of the Indiana Secretary of State.

2.2.6 Contract Terms/Clauses

A sample contract that the State expects to execute with all successful Respondents is provided in Attachment D. All clauses in this contract are mandatory. A mandatory requirement for submitting a proposal is acceptance of all contract clauses in Attachment D Sample Contract. Respondents must indicate their acceptance of all contract clauses in the Executive Summary. *Please note that the State may work with awarded Contractor(s) to make changes to the final Contract(s) to reflect variances in awarded provider type(s) and final program expectations.*

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 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 B) and Service Narrative (Attachment C) 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 Provider Narrative and Service Narrative must be divided into the sections as outlined in Attachment B Provider Narrative Template and Attachment C 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 RATES

2.4.1 Placement Per Diem Rate

Payment for Intensive Foster Care Services provided while a child is placed in a foster home shall be based on an Intensive Foster Care Placement Per Diem Rate for each child placed in an Intensive Foster home and the total number of days the child was in an Intensive Foster Care placement during a given month.

- The placement per diem rate shall include a pass-through rate, which shall be paid directly to the Intensive Foster Care Family. The details of this placement per diem rate, including the pass-through portion of this per diem rate, shall be established in the Intensive Foster Care Services proposal response submitted during the RFP and must be approved by the State.
- Providers shall propose the portion of the per diem rate to be passed-through to the Intensive Foster Care Family in Attachment I – Cost Proposal Template, which shall be equal to or greater than the Therapeutic Plus Foster Rate for children ages 14 to 18.
- If the Therapeutic Plus Foster Rate for children ages 14 to 18 increases to a level higher than the Provider's current Intensive Foster Parent pass-through per diem, the Intensive Foster Parent pass-through per diem rate shall increase by the same dollar amount that the Therapeutic Plus Foster Rate for children ages 14 to 18 increased, leading to a matching increase in the overall per diem rate. The remainder of the per diem (the amount retained by the Provider for services) shall remain flat throughout the life of the Contract, regardless of any increases to the Therapeutic Plus Foster Rate for children ages 14 to 18.
- The Intensive Foster Care per diem rate will start the day the child(ren) is placed in the Intensive Foster Care home.

- The Intensive Foster Care per diem rate will end the day the child(ren) is removed from the placement. of the closure of the case or the day the child(ren) is removed from the placement.
- Referrals for a sibling group that include at least one (1) sibling with an Intensive Foster Care referral shall be placed in the same foster home whenever possible. For each sibling in the group not referred for Intensive Foster Care services, a separate per diem rate, determined by DCS based upon other foster care services rates, will be applied upon placement in the Intensive Foster Care home., with the per diem rate for each sibling not included in the Intensive Foster Care referral decided upon placement in the Intensive Foster Care home.

2.4.2 Non-Placement Per Diem Rate

Payment to ensure homes remain open and available for children that have been matched with an appropriate Intensive Foster Care family and to fund pre- and post-placement planning services shall be based on an Intensive Foster Care Non-Placement Per Diem Rate applicable when a family has been confirmed as an Intensive Foster Care placement with the family case management team and formally begun discharge planning. Payment is made to the family providing services based on the total number of applicable days in a given month.

- The non-placement per diem rate shall include a pass-through rate, which shall be paid directly to the foster family. The details of this per diem rate, including the pass-through portion of this per diem rate, shall be established in the Intensive Foster Care Services proposal response submitted during the RFP and must be approved by the State.
- The proposed non-placement pass-through per diem rate shall be inclusive of costs for foster families to engage in discharge planning services for children and youth that will be stepping down from residential and/or acute care into the Intensive Foster Care placement and/or stepping down from the Intensive Foster Care placement into their home or other less restrictive setting. The non-placement per diem rate proposed shall not be greater than the placement per diem rate for both the pass-through and total dollar amounts.
- The Intensive Foster Care non-placement per diem rate will start the day an Intensive Foster Parent(s) are confirmed for an Intensive Foster Care placement with the family case management team and formally begun discharge planning.
- The Intensive Foster care non-placement per diem rate will end the day the child(ren) are placed in the Intensive Foster Home or the day discharge planning ends with placement in an alternative setting.
- Referrals for a sibling group that include at least one (1) sibling with an Intensive Foster Care referral shall be placed in the same home whenever possible. For each sibling in the group not referred for Intensive Foster or Respite Care services, a separate per diem rate, determined by DCS based upon other foster care services rates, will be applied as applicable.

2.4.3 Intensive Respite Care Per Diem Rate

Payment for Intensive Respite Care services shall be based on an Intensive Respite Care Per Diem Rate applicable when a family is providing Intensive Respite services. Payment is made to the family providing services based on the total number of applicable days in a given month.

- The Intensive Respite Care per diem rate shall include a pass-through rate, which shall be paid directly to the foster family providing respite. The details of this per diem rate, including the pass-through portion of this per diem rate, shall be established in the Intensive Foster Care Services proposal response submitted during the RFP and must be approved by the State.
- The proposed Intensive Respite Care pass-through per diem rate shall be inclusive of costs for foster families to provide Intensive Respite Care.
- The Intensive Respite Care per diem rate will start the day the family begins providing respite services for the child(ren).
- The Intensive Respite Care per diem rate will end the day the family stops providing respite services for the child(ren).
- Referrals for a sibling group that include at least one (1) sibling with an Intensive Respite Care referral shall be placed in the same home whenever possible. For each sibling in the group not referred for Intensive Foster or Respite Care services, a separate per diem rate, determined by DCS based upon other foster care / respite services rates, will be applied as applicable.

Medicaid or other third-party payers may be utilized to treat the medically necessary conditions. If the child(ren) does not have insurance and all other payment alternatives have been exhausted, DCS will be the payer of last resort.

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 Intensive Foster Care 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. 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. Each proposal will be evaluated with all other proposals received, regardless of which Region(s) the Respondent included in their proposal.
- 3.1.3** Based on the results of this evaluation, the qualifying proposals determined to be the most advantageous to the State, 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. 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
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1. Adherence to Mandatory Requirements	Pass/Fail
2. Provider Narrative Review	15 available points
3. Service Narrative Review	50 available points
4. Per Diem Rate	25 available points
5. Minority Business Enterprise Subcontractor Percentage Commitment	5 (1 bonus point is available, see Section 3.2.3)
6. Women Business Enterprise Subcontractor Percentage Commitment	5 (1 bonus point is available, see Section 3.2.3)
Total	100 (102 if bonus awarded)

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, 3, and 4 ONLY. This scoring will have a maximum possible score of 90 points. Each proposal will be evaluated with all other proposals received, regardless of which Region(s) the Respondent included in their proposal and ranked on the basis of their scores. This ranking of Criteria 2, 3, and 4 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, including the following criteria:

3.2.1 Minority Business Subcontractor Commitment – 5 points

The following formula will be used to determine points to be awarded based on the MBE goals listed in Section 1.20 of this solicitation. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-points, scale. Points are assigned for respective MBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established MBE 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 participation the respondent will receive 0 points.

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

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

3.2.2 Women Business Subcontractor Commitment – 5 points

The following formula will be used to determine points to be awarded based on the WBE goals listed in Section 1.20 of this solicitation. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for WBE participation based upon the BAFO meeting or exceeding the established goals.

If the Respondent's commitment percentage is less than the established WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%
Pts.	0.45	0.9	1.35	1.8	2.25	2.7	3.15	3.6	4.05	4.5	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% = 3.15 pts., 7.50% will be rounded up to 8% = 3.6 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 WBE participation the Respondent will receive 0 points.

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

The Respondent with the greatest applicable VSC participation which exceeds the stated goal ("exceeds" defined herein as a commitment percentage that is equal to or greater than 12% before rounding) for the 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 participation and both firms exceed the goal for the 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. 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.