

Louisiana



Department of  
**Children &  
Family Services**

*Building a Stronger Louisiana*

**SOLICITATION**

**FOR**

**MEDICAL THERAPEUTIC FOSTER CARE  
SERVICES**

**PROPOSAL#:** \_\_\_\_\_

**PROPOSAL DUE DATE/TIME:**

**TUESDAY, MAY 17, 2016**

**2:30 P.M., CENTRAL STANDARD TIME**

**ISSUED: APRIL 11, 2016**

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# **Solicitation**

## **Medical Therapeutic Foster Care Services**

### **1.0: GENERAL INFORMATION**

#### **1.1 Purpose**

This Solicitation is issued by the Department of Children and Family Services herein referred to as DCFS. The purpose of this solicitation is to obtain competitive proposals as allowed by Louisiana Revised Statute 15:1081et. Seq. and Louisiana Administrative Code Title 67, Part 5, §3503 from bona fide, qualified Proposers who are interested in providing for the supervision and placement needs of children through the development of a Therapeutic Foster Care (TFC) program. The TFC program will serve children ages 0-17 with medical conditions. DCFS is seeking proposers in all geographic regions of the state. Proposers may submit a proposal in one (1) or more regions or for the entire state.

It is the belief of DCFS that all currently successful programs have a clear program philosophy, a central family focus, are strength-based in their approaches, and promote safety, permanency, and well-being for children. DCFS is seeking Providers who can provide a TFC program to deliver services to children with a medical or developmental condition that requires specialized care and supervision. The provider will support the department's permanency goals for children and their families. All services shall be offered within the geographic region from which the children entered the state's custody and in close proximity to their family's home when possible, in the most appropriate, least restrictive settings, consistent with their needs.

The Solicitation is issued by DCFS for the purpose of providing placement services at the TFC level of care. For the purpose of this Solicitation, it is essential that all Providers' supports are connected with local community partners, including family-run organizations, youth support groups, and natural helpers such as faith-based organizations to ensure continuity of services and appropriate aftercare supports.

Proposals submitted in response to this Solicitation must comply with all instructions and procedures contained herein.

#### **1.1.1 Background**

DCFS is working to keep children safe, helping individuals and families become self-sufficient, and providing safe refuge during disasters. Within the DCFS umbrella, the Child Welfare section is committed to working with families and communities to ensure the safety, permanency and well-being of the children served. DCFS provides placement and daily care to children in the custody of the State of Louisiana as a result of abuse and/or neglect. Placement and care are provided through an array of services based on the unique care needs and best interests of each child. DCFS provides for the public child welfare functions of the state, delivering services through a state administered system of nine (9) regional offices for sixty-four parishes.

<b>DCFS Regions</b>	<b>Parishes</b>
Alexandria	Rapides, Vernon, Avoyelles, Concordia, Grant, Winn, Catahoula, and La Salle
Baton Rouge	East Baton Rouge, West Baton Rouge, Iberville, East Feliciana, West Feliciana, Pointe Coupee, and Ascension
Covington	Livingston, St. Helena, St. Tammany, Tangipahoa, and Washington
Orleans	Orleans, Jefferson, Plaquemine and St. Bernard
Lafayette	Lafayette, St. Martin, St. Landry, St. Mary, Acadia, Vermillion, and Evangeline
Lake Charles	Calcasieu, Beauregard, Allen, Cameron, and Jefferson Davis
Monroe	Caldwell, East Carroll, Franklin, Lincoln, Madison, Morehouse, Ouachita, Richland, Tensas, Union, and West Carroll
Shreveport	Bienville, Claiborne, Jackson, Red River, Caddo, Desoto, Webster, Bossier, Sabine, and Natchitoches
Thibodaux	Lafourche, Terrebonne, St. Charles, St. James, Assumption and St. John the Baptist

### **1.1.2 Goals and Objectives**

The outcome of this Solicitation will be the selection of an award recipient(s) to accomplish specified services contained in the proposal. DCFS believes that children are best served within families and therefore placement in any therapeutic setting is a point in time intervention responding to the needs of the children. DCFS is soliciting for Child Placing Agencies to provide medical therapeutic foster care beds statewide. Proposals must indicate the Region(s) the Provider will serve. The TFC homes can be located in one region or more than one region.

Proposals must explain the Provider’s expertise and/or history in the provision of TFC services. All proposals must contain language on how the proposer will be able to meet the identified needs of the children and their families. The proposal must describe in detail how those needs can be met in the least restrictive environment in medical therapeutic foster care homes. Proposers must identify performance measures that will determine the effectiveness of their program.

All proposers shall obtain a DCFS license by DCFS Divisions of Programs Licensing Section before a contract can be finalized. The proposer shall maintain a current, valid license for the duration of the contract with DCFS. In addition, proposers shall follow current Child Placing Licensing Agency Standards available through the internet at [www.dcf.state.la.gov](http://www.dcf.state.la.gov).

## **1.2 Scope of Services**

Medical Therapeutic Foster Care services are defined as community-based services for children with a medical or developmental condition so serious that it requires specialized care and supervision from a trained person, and ongoing, frequent professional oversight, all of which may be a significant time commitment to a caregiver. These may include, but are not limited to a chronic and progressive illness or medical conditions, the need for a special service or medical support; or a health condition stable enough to be in a home setting only with monitoring by an attending health professional, registered nurse, or licensed practical nurse. These special needs can be met through services delivered primarily by certified TFC foster parents working in partnership with the child, the child's family, and other persons identified by DCFS, towards the goals outlined in the family and/or child's case plans. These services allow the child to benefit from a home environment and community-based setting while receiving necessary medical services. These placements should serve to meet a child's specific medical needs until he/she is ready to be stepped down to a lower level of placement. All children placed in these settings should be continually evaluated to determine the continued need for medical foster care services.

Children in this program are placed in foster families (one or two children per family) whose members are trained to provide a structured environment in which children can receive necessary medical care. Therapeutic foster homes shall not exceed four minor dependents, including foster children. They shall care for no more than two therapeutic foster care children, unless an additional child is a sibling.

### **1.2.1 Tasks and Services**

Services to Foster Children from the TFC Agency

- a. Provider shall obtain a DCFS Child Placing Agency License and shall maintain a current valid license for the duration of the contract with DCFS.
- b. Provider shall obtain criminal record and state central registry checks according with the Child Placing Agency Standards.
- c. Accept placements from DCFS designated staff once a child has been assessed and determined appropriate for Medical TFC services. Siblings may be placed together in TFC homes if one of the children qualifies for TFC placement. The other child shall receive the basic foster care board rate if the child does not qualify for TFC.
- d. Ensure that children accepted for placement at the Medical TFC rate have a behavioral or developmental problem or condition so serious that it requires specialized care and supervision from a trained person, and ongoing, frequent professional oversight. These may include, but are not limited to:
  - o a chronic and progressive illness or medical condition;
  - o the need for a special service or ongoing medical support; or
  - o a health condition stable enough to be in a home setting only with monitoring by an attending:
    - (i). health professional;
    - (ii). registered nurse; or
    - (iii). licensed practical nurse.

- e. Facilitate a placement matching process for children and their families identifying needs of the child/family and strengths of prospective TFC parents for placements.
- f. Placements in TFC homes should not be crisis placements. Pre-placement visits should occur to make decisions for appropriate matching and the visits must be documented as such in the child and foster parent's records at the TFC Agency.
- g. Children shall not be moved from one TFC foster home to another TFC foster home without prior approval from DCFS.
- h. Participate in the DCFS Family Team Meeting to plan for the child.
- i. Develop/obtain the child's service plan in collaboration with DCFS staff. The goal should be in conjunction with the DCFS permanency plan. The initial service plan should be developed within 30 days of placement and a service plan review held every 90 days thereafter. The service plan shall clearly indicate services to be delivered by the Provider's staff and consultants, by parents when appropriate, and by community service providers. When a service is to be secured through another funding source; a service description, funding source, frequency of service delivery, and any applicable agreements and approvals regarding payment for the service shall be identified in the service plan. The DCFS caseworker shall be made aware of total service delivery from all funding sources.
- j. Visit with the child and foster parent, at a minimum, in accordance with the child placing licensing standards but as often as needed to provide support and monitor treatment progress.
- k. Assist in referrals to other programs and services the child may need.
- l. Attend Individualized Education Plan (IEP) meetings along with the child and therapeutic foster parents.
- m. Assist in the development of independent living skills, as identified in the service plan.
- n. Provide twenty-four (24) hour crisis intervention services, as needed; to assist the families in alleviating a crisis for the child.
- o. Conduct discharge planning which shall be a part of the agreement when a child first enters care with the TFC program.
- p. The Provider shall have policy that addresses discharge planning to provide sufficient time to plan for transition of the child, (which usually involves thirty (30) days). The provider shall give a minimum of fourteen (14) working day(s) notice in the event a disruption should occur.
- q. Ensure the child receives routine medical care, which may include medication monitoring and administration, as appropriate to meet the needs of the individual child.
- r. Encourage the child's relationship with family, peers, and other significant persons.

#### Services to TFC Families from the TFC Agency

- a. Ensure that homes comply with child placing agency standards for TFC Foster Family Homes.
- b. Provider will provide training to foster families in compliance with R.S. 14.403.7 Failure to Report a missing child and R.S. 14: 403.8 Failure to report the death of a child enacted in the 2012 Louisiana legislative session.

<http://www.legis.la.gov/legis/Law.aspx?d=814355>

<http://www.legis.la.gov/legis/Law.aspx?d=814060>

These Acts require a child's caretaker to report a missing child and to report the death of a child to appropriate authority within a specific time frame. These Acts also contain provisions that provide penalties for failure to report timely.

- c. Provide on-call twenty-four (24) hour crisis intervention.
- d. Provide up to twenty-five (25) days of respite per year.
- e. Provide assistance with transportation of child, when needed.
- f. Provide sufficient staff to be available to TFC families and children seven (7) days per week, twenty-four (24) hours per day.

### **1.2.2 Deliverables:**

TFC Deliverables:

- a. Provider will submit quarterly reports (January – March, April – June, July – September, October – December) to the DCFS Foster Care Worker describing services provided during the three (3) month period and the child's progress toward achieving the goals as outlined in the service plan. The report should contain a description of the child's health, medical, dental, educational activities, treatment progress, documentation of allowances, family visits and other contacts, and other significant incidents. Reports must be received by the 20th day following the preceding quarter. In addition, the reports shall be maintained on file so that they can be retrieved by DCFS.
- b. Provider will ensure children are safe in their homes. The provider will document intentional injuries, accidental injuries, incidents of runaway and any abuse and neglect. The provider will ensure there is a system in place to gather, document and review (assess for trends, red flags) data related to incidents. Provider will implement improved courses of action related to identified concerns.
- c. Provider will ensure that the foster parents are meeting the medical needs of the children and ensure foster parents are receiving the appropriate training to care for the child placed in the home. The provider will keep a record of all training to be available for DCFS to review.
- d. Provider will document in record visitation with parents and siblings.
- e. Provider will document in record that children receive appropriate services to meet their educational, physical, and mental health needs.
- f. Provider will complete a survey (at discharge) with the child (if applicable). The foster family and the DCFS Foster Care Worker will assess satisfaction of services, care, treatment and discharge (planned/unplanned). The provider will maintain individual child discharge survey files at the facility.



## **2.0 ADMINISTRATIVE INFORMATION**

### **2.1 *Term of Contract***

The period of any contract resulting from the Solicitation is tentatively scheduled to begin on or about July 1, 2016 with the ability to extend up to three years. The decision to continue the contract will be determined annually and based on compliance to agreement terms.

### **2.2 *Proposer Inquiries***

Inquiries concerning this Solicitation shall be submitted in writing to DCFS, Attention: Yvonne Diaz Domingue at DCFS, 627 North 4<sup>th</sup> Street Rm.3-225, Baton Rouge, LA 70802, Baton Rouge, La, 70821 by April 5, 2016. Official responses to all questions submitted by potential Proposers will be posted on the DCFS website at [www.dcf.state.la.gov](http://www.dcf.state.la.gov) by April 12, 2016. The State reserves the right to modify the Solicitation should a change be identified that is in the best interest of the State.

### **2.3 *Schedule of Events***

<b>Event</b>	<b>Date</b>
Mail solicitation	April 11, 2016
Deadline for receipt of written inquiries	April 18, 2016
Issue responses to written inquiries	April 21, 2016
Deadline for receipt of proposals	May 17, 2016
Announce award of contractor selection	June 21, 2016
Contract execution	July 1, 2016

## **3.0 PROPOSAL INFORMATION**

### **3.1 *Minimum Qualifications of Proposer***

Eligible entities must meet the following minimum qualifications:

- Legally authorized to conduct business within the State of Louisiana;

- Possess a high degree of professional skill in the areas of service described in this Solicitation;
- Meet the terms and conditions of the Solicitation.
- Demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.
- Obtain appropriate license

### **3.2 Determination of Responsibility**

Determination of the Proposer's responsibility relating to this Solicitation shall be made according to the standards set forth in Louisiana Administrative Code 34:V.2536. The State must find that the selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance, and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that proposals contain sufficient information for the State to make its' determination by presenting acceptable evidence of the above to perform the contracted services.

#### **3.2.1 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.

#### **3.2.2 Solicitation Addenda**

The State reserves the right to change the schedule of events or revise any part of the Solicitation by issuing an addendum to the Solicitation at any time. Addenda, if any will be posted at DCFS

website at [www.dcf.state.la.gov](http://www.dcf.state.la.gov). It is the responsibility of the proposer to check the website for addenda to the Solicitation, if any.

### **3.4 Waiver of Administrative Informalities**

The State reserves the right, at its' sole discretion, to waive administrative informalities contained in any proposal.

### **3.5 Proposal Rejection/Cancellation**

Issuance of this Solicitation in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

### **3.6 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Solicitation Coordinator.

### **3.7 Subcontracting Information**

Proposers may not enter into subcontractor arrangements, and should acknowledge in their proposals total responsibility for the entire contract.

### **3.8 Ownership of Proposal**

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a proposal does not affect this right.

### **3.9 Proprietary Information**

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1:44 and uniformed Trade Secrets R.S. 51:1431 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### **3.10 Cost of Preparing Proposals**

The State shall not be liable for any costs incurred by Proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal and any other expenses incurred by the Proposer in responding to this Solicitation are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

### **3.11 Errors and Omissions in Proposal**

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposers.

### **3.12 Contract Award and Execution**

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The State reserves the right to enter into discussions with Proposers in an effort to select the most advantageous proposal for the State. The cost information is included in Section 5.5.

Any contract entered into under this solicitation makes no guarantee of specific sums of monthly or annual payments or referrals.

The State reserves the right to contract for all or a partial list of services offered in the proposal.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly.

The Solicitation and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this Solicitation.

Negotiations may begin with the announcement of the selected Proposer(s). If the contract negotiation period exceeds seven (7) days or if the selected Proposer fails to sign the final contract within seven business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

The award of a contract is subject to the approval of the Secretary of DCFS.

### **3.13 Code of Ethics**

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

## **4.0 RESPONSE INSTRUCTIONS**

### **4.1 Proposal Submission**

Proposers who are interested in providing services requested under this Solicitation must submit a proposal containing the information specified in this section. The Proposer must submit in hard copy six (6) copies, (one (1) original and five (5) copies) to the Solicitation Coordinator, Yvonne Diaz Domingue, on or before 2:30 p.m., Central Standard Time on the date specified in the Schedule of Events. Fax or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the Proposer's expense to:

Mail/Hand/Courier Delivery

Attention: Yvonne Diaz Domingue

Department of Children and Family Services

627 N. 4<sup>th</sup> Street, Rm. 3-225

Phone (225) 342-9928

The one (1) original proposal should contain a completed Proposal Cover Sheet that clearly identifies the legal, incorporated name of the entity or organization making the proposal. The name of the Proposer shall be followed by the complete address (physical and mailing, if different) and correct contact numbers and facsimile numbers, if available. The cover sheet shall be signed by the responsible authority of the Proposer. The Proposer shall include proof that the individual who signs the proposal has the authority to obligate the organization/agency which could include a certified copy of a board resolution granting such authority. The Proposer shall number each page of the proposal, with numbers printed on the bottom center of each page. Further, the proposal shall be bound on the left-hand margin side of the proposal. One (1) copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this Solicitation.

The face of the package, whether mailed or hand delivered, should contain the following information: “(Region Name) Proposal-Confidential-Open by Addressee Only.”

It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

## **4.2 Proposal Format**

Proposal submitted for consideration should follow the format and order of presentation as specified in Section 4–Response Instructions and Section 5–Proposal Content.

## **4.3 Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

## **4.4 Technical Proposal**

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

## **4.5 Certification Statement**

The Proposer must sign and submit the Certification Statement shown in Attachment I.

# **5.0 PROPOSAL CONTENT**

## **5.1 Executive Summary**

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least ninety (90) days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the department's overall requirements in the timeframes defined in the Solicitation.

## **5.2 Provider Profile and Experience**

The Proposer should specify how long it has been in the business of providing services similar to those requested in this Solicitation and under what company name. The Proposer should list all

names it has used when conducting business. The Proposer should explain their expertise or history in the provision of such services.

The Proposer should provide an organizational profile including board of directors, number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, Limited Liability Company). In addition, if applicable, the Board Resolution Form should be completed and submitted with Proposals.

The Proposer should provide a minimum of three (3) letters of reference regarding their performance with similar services. In addition, the Proposer should provide a list, if any, of all current and past contracts with DCFS and other state agencies including colleges/universities within the previous three (3) year period and show that this has been satisfactory and that the legal entity or organization(s) has never been debarred, declared ineligible from bidding on contracts, or been party to a law suit arising from service delivery or billing. These references may be contacted to verify the Proposer's ability to perform the contract. DCFS reserves the right to use any information or additional references deemed necessary to establish the ability of the Proposer to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

### **5.3 Proposed Project Staff**

All individuals providing services to children must possess the required license issued by their regulatory board. Proposers shall ensure that all licensed staff remains licensed by their regulatory board. Failure to maintain compliance may result in termination of the contract.

The Proposer must submit a resume or job description detailing the level of education, experience, training, skills, etc. of staff, which meets the requirements outlined in the Child Placing Agency Standards and which emphasizes previous experience in the service area as described in this Solicitation for all program personnel who will be involved with the proposed project. The Proposer should indicate that it will have sufficient staff to perform the services required in this Solicitation, if sufficient staff is not currently available. The Proposer will describe how staff will be obtained to provide the services and the timeline for obtaining needed staff. The Proposer will indicate the number of anticipated staff for each position title. The Proposer will list all professional licenses held by the Provider and staff.

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

### **5.4 Approach and Methodology**

Proposers must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to DCFS what the Proposer intends to do, the number of children to be served, the timeframes necessary to accomplish the work, and how the work will be accomplished. The description should include timelines for movement toward permanency goals and plans for stepping children down when identified goals are met. Proposer should outline how the program will achieve expected outcomes for children participating in the program.

Proposals should outline how case management will be coordinated between the provider agency, community partners, and DCFS staff. Placements should be time-limited and treatment oriented. Proposer should describe the approach to Project Management and Quality Assurance.

## **5.5 Cost Information**

DCFS is seeking proposals which combine efficacy of program with cost containment measures. Proposers shall provide a per diem cost for each youth to be served.

Providers must have start-up funds to enable the facility to remain in operation for at least sixty (60) days until initial reimbursements from DCFS are received. Payment authorizations begin upon placement of a foster child in the home. Providers will not receive actual payment until the month subsequent to service delivery.

## **6.0 EVALUATION AND SELECTION**

### **6.1 Evaluation Team**

The evaluation of proposals will be accomplished by a Proposal Review Committee, to be designated by DCFS. The committee will review both quantity and quality of each proposal and designate a score of each proposal which will reflect the determination of the proposal most advantageous to DCFS; taking into consideration evaluation factors set forth in the Solicitation.

### **6.2 Administrative and Mandatory Screening**

All proposals will be initially screened to determine compliance with administrative and mandatory requirements as specified in the Solicitation. Proposals that are not in compliance will be rejected from further consideration.

### **6.3 Clarification of Proposals**

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

### **6.4 Evaluation and Review**

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal.



All responsive proposals will be evaluated against stated criteria. However, this does not preclude DCFS from any discussions/negotiations or requests for a best and final offer that it may deem necessary to assist in determining the Proposer. The Proposal Review Committee will evaluate each proposal according to the selection criteria outlined below. The Committee will meet as a whole to discuss each proposal and score. The final scores for each member for each criterion will be averaged, and then totaled for each proposal. The proposal with the highest score will be recommended for selection.

The Proposal Review Committee will compile the scores and prepare a summary report on the committee’s decision, based on the responses and responsible Proposer(s) with the highest score(s), which will be presented to the Secretary of DCFS for approval and selection recommendation.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
Executive Summary	15
Provider Profile and Experience	20
Staff	25
Approach and Methodology	35
Cost Information	5
<b>TOTAL SCORE</b>	<b>100</b>

## **6.5 Announcement of Contractor**

DCFS will notify the successful Proposer(s) and proceed to negotiate terms for final contract. Unsuccessful Proposers will be notified in writing accordingly. The award of a contract is subject to the approval of the Secretary of DCFS.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), along with a list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

## **7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS**

### **7.1 Corporation Requirements**

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to Revised Statute 12:301 et seq. from the Secretary of State of Louisiana.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

### **7.2 Billing and Payment**

TFC providers are paid a per diem per day for each child placed in the program. DCFS will generate a document (Tracking Information Payment System (TIPS) form 215) at the end of the month for each month's services. The provider will make corrections and adjustments to the document to accurately reflect the number of days children were served. The Provider shall return the document to the Agency within 60 days from the delivery of the service or will be subject to disallowance of the payment. Provider invoices are routed to the DCFS designated person for processing. Payments will be made on a monthly basis and will reimburse for services rendered the previous month.

DCFS shall make all checks payable to the order of the Provider in the amounts specified by the Contract. It is further agreed that the Provider accepts payment made under the terms of the Contract in full for services delivered. DCFS shall require that all contractors receive payments through Electronic Funds Transfer (EFTs). The EFT Direct Deposit form can be located at [http://www.dss.state.la.us/assets/docs/searchable/OCS/fosterParenting/DD-1\\_AUTHORIZATION\\_F.pdf](http://www.dss.state.la.us/assets/docs/searchable/OCS/fosterParenting/DD-1_AUTHORIZATION_F.pdf).

With appropriate DCFS approval, the Provider may receive separate reimbursement over and above the rate for the child's expenses as defined in the DCFS Foster Care Policy manual. This may include qualifying pre-approved educational and limited incidental expenditures. Separate reimbursables include but are not limited to respite, one-to-one staffing, special board rates, and travel. Appropriate receipts must be presented upon billing for separate reimbursable. The provider shall bill DCFS with the proper forms and procedures within 30 days from the delivery of the service or will be subject to disallowance of the payment.

If the Provider fails to perform agreed upon services or fails to comply with any of the provisions of this Contract, DCFS will withhold reimbursement payments from the Provider until such time as the required services or compliance with the terms of the Contract are completed. Failure during the course of the fiscal year to comply with the identified Contract Terms will constitute reason to renegotiate the rate or to cease utilization of the Proposer's program.

## **7.2.1 Overpayments**

DCFS reserves the right to recoup the amount of overpayment made to the provider in error or because of inappropriate billing by the provider, either for services not rendered or rendered to an ineligible client. In accordance with TIPS procedures, overpayments will be recouped within sixty (60) calendar days in the entire amount overpaid unless the provider arranges with DCFS for the repayment to be paid in installments, which cannot exceed twelve (12) months.

## **7.3 Confidentiality**

All information relating to the State's operation which are designated confidential and made available to the provider in order to carry out this contract, shall be protected by the Provider from unauthorized use and disclosure through the observance of the same procedural requirements as are applicable to the State. If the methods and procedures employed by the Provider for the protection of the providers data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Provider shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Providers' possession, is independently developed by the Provider outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Provider discuss and/or release information to the media concerning this project without prior written approval of DCFS.

## **7.4 Federal Requirements**

The Provider hereby agrees to adhere to the mandates dictated by Title VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Sec. 503 of the Rehabilitation Act of 1973; Sec. 202 of Executive Order 11246 as amended; Americans with Disabilities Act of 1990, and all requirements imposed by or pursuant to the regulations of the United States Department of Health and Human Services. The Provider agrees to not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, sexual orientation, handicap, political beliefs, disabled veteran, veteran status or any other non-merit factor.

The Provider agrees to abide by the requirements of the Howard M. Metzenbaum Multiethnic Placement Act of 1994 and Interethnic Placement Act of 1996 with regard to non-discrimination in the use of race, color, or national origin as considerations in adoption and foster care placements.

The Provider will comply with Public Law 103-227 Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by any entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loan, or loan

guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Provider further agrees that the above language will be included in any sub-awards which contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

Providers shall abide by all applicable state and federal laws or regulations, including but not limited to, the Children's Health Act of 2000 (H.R. 4365), specifically Part I, (42 U.S.C. 290 jj, et seq.), Requirements Relating to the Rights of Residents of Certain Non-Medical, Community Based Facilities for Children and Youth. Copies of excerpts from this law may be obtained from DCFS. This law governs the use of restraints and seclusion, training of staff and reporting to regulatory agencies. The law prohibits the use of mechanical restraints; requires that each facility report to the appropriate State licensing or regulatory agency each use of restraint and seclusion, and each death that occurs at each facility within twenty-four (24) hours; and requires that facilities have an adequate number of qualified professional and supportive staff to evaluate residents, to formulate written individualized, comprehensive treatment plans, to provide active treatment measures, and to provide appropriate training and certification of staff on the prevention and use of physical restraint and seclusion. The law further requires that a facility, until such time that Federal regulations are promulgated setting forth requirements for States, shall develop and implement interim procedures that meet the requirements of 42 U.S.C. 290 jj, et seq. Each facility shall provide the Agency with proper documentation evidencing procedures developed by the facility to fulfill the requirements of this law on an annual basis.

The Provider shall abide by all laws and regulations concerning confidentiality which safeguard patient/client information. In no circumstance shall the Provider permit public identification of a child as a ward of the state without prior written Agency consent.

## 8.0 DCFS Attachment

### ATTACHMENT I – CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Solicitation, including attachments.

**OFFICIAL CONTACT:** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. The Proposer should identify the Contact name and fill in the information below: (Print Clearly)

Date: \_\_\_\_\_ Name: \_\_\_\_\_  
A. E-mail Address: \_\_\_\_\_  
B. Facsimile Number with area code: (    ) \_\_\_\_\_  
C. US Mail Address: \_\_\_\_\_

Proposer shall certify that the above information is true and shall grant permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer shall certify that:

1. The information contained in its response to this Solicitation is accurate;
2. Proposer shall comply with each of the mandatory requirements listed in the Solicitation and will meet or exceed the functional and technical requirements specified therein;
3. Proposer shall accept the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this Solicitation.
4. Proposer's quote shall be valid for at least 90 calendar days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have \_\_\_\_\_ business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_  
Typed or Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE of Proposer's Authorized Representative

\_\_\_\_\_  
DATE