

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and make our procurement process more responsive and “business friendly”, we ask that you take a few minutes to complete this form. Please return your comments via fax or email to the Issuing Office (Section 1.2) with your bid, proposal or “no bid”, as the case may be. Thank you for your assistance.

Bid/Proposal Number SSA/RCC 11-001 entitled **Residential Child Care**

I. If you are not bidding, please indicate why:

- Other commitments preclude our participation at this time.
- The subject of the Contract is not in our business line.
- We lack experience in the work / commodities required.
- The scope of work is beyond our current capacity.
- We cannot be competitive. (Please explain below.)
- The specifications are either unclear or too restrictive. (Please explain below.)
- Bid / proposal requirements, other than the specifications, are unreasonable or too risky. (Please explain below.)
- Time for completion is insufficient.
- Bonding/Insurance requirements are prohibitive. (Please explain below.)
- Doing business with Government is simply too complicated.
- Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory. (Please explain in Remarks section.)
- Other:

II. Please explain your response further, offer suggestions, or express concerns. (Use the back for additional information.)

REMARKS: _____

OPTIONAL

Vendor Name: _____ Date:

Contact: _____ Phone:

Address or
email: _____

THANK YOU!!!

ADPICS NUMBER _____

STATE OF MARYLAND
DEPARTMENT OF HUMAN RESOURCES
Social Services Administration
311 W. Saratoga Street
Baltimore, MD 21201

REQUEST FOR PROPOSALS (RFP)

FOR

RESIDENTIAL CHILD CARE

DHR AGENCY CONTROL NUMBER: SSA/RCC-11-001-S

IMPORTANT NOTICE: Prospective Offerors who have received this document electronically via eMaryland Marketplace or the Department's Web Page should immediately contact the Issuing Office and provide their name, mailing address, and e-mail address in order that communications regarding this RFP can be sent to them. Any prospective Offeror who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

In order to receive a Contract award, a vendor must be registered, free of charge, on eMaryland Marketplace (eMM). The eMM website is www.eMarylandMarketplace.com.

The State of Maryland encourages Minority Business Enterprises to participate in this procurement process.

KEY DATES

RFP Issue Date: November 6, 2009

Question Submittal Begins: November 6, 2009

Pre-Proposal Conference Date, Time and Location:

November 16, 2009

10:00 a.m.

Maryland Department of Human Resources

311 W. Saratoga Street, Room 104

Baltimore, MD 21201

Closing Date and Time: December 14, 2009, 4:00 p.m.

Anticipated Contract Start Date: On July 1, 2010

RFP Issuing Office: Maryland Department of Human Resources

POINTS OF CONTACT AND LOCATION

***Questions will be accepted in writing only. They may be submitted to the Procurement Officer at the address below. The RFP sole point of contact is Elsa Singleton, Procurement Officer, at the address and numbers listed below.**

Elsa Singleton, Procurement Officer

Maryland Department of Human Resources

Procurement Division

311 West Saratoga Street,

Baltimore, MD 21201

Voice Mail: 410-767-7525

Fax: 410-333-0258

Email: esinglet@dhr.state.md.us

This RFP is available electronically in Adobe PDF format. Information supplied in electronic form is for convenience only. In cases of conflict between the electronic version of this RFP and the actual written RFP, the written RFP document prevails.

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SECTION I. OBJECTIVE OF REQUEST FOR PROPOSALS

1.1 Summary Statement

The Maryland Department of Human Resources (the Department), Social Services Administration (SSA) intends to award multiple Contracts to Offerors to provide Residential Child Care services in Maryland. The Residential Child Care facilities will be located in all jurisdictions throughout the State, serving foster care children under the care of the Department. The Contracts resulting from this RFP shall be for a period of two (2) years beginning on July 1, 2010 through June 30, 2012.

Offerors may submit Technical Proposals for an RCC in one or more jurisdictions (ref. Section 3.3H) and/or for more than one RCC (ref. Section 3.4.1). Offerors who submit Proposals for a particular RCC, located in more than one jurisdiction, shall submit one primary Proposal that identifies each specific jurisdiction and the number of beds for each location. Proposals must be submitted in a sealed envelope and include on the envelope the Offerors' name, jurisdiction(s) and Program.

Offerors that submit Proposals for more than one Program under their group home license, must submit separate Proposals for each Program. Each Proposal must be submitted in a separately sealed envelope and include on the envelope the Offerors' name, jurisdiction and Program. **Only one Contract may be awarded to an Offeror who submits more than one Proposal under the same license.**

Example: Provider A has a RCC license for one location. Provider A may submit a Proposal for a Group Home and High Intensity Group Home. If the Proposals are deemed reasonably susceptible of being selected for award, only one award will be made depending on the State's needs and best interest.

Financial Proposals must be submitted for each RCC and/or jurisdiction as appropriate.

1.2 Issuing Office

The sole point of contact in the State for purposes of this RFP is the issuing office presented below:

Elsa Singleton
Procurement Officer
Department of Human Resources
311 W. Saratoga Street, Room 946
Baltimore, MD 21201
(410) 767-7525
Email: esinglet@dhr.state.md.us

1.3 Pre-Proposal Conference

A Pre-Proposal Conference will be held on **November 16, 2009** beginning at 10 a.m. in Room 104 of the Department of Human Resources, 311 West Saratoga Street, Baltimore, Maryland 21201.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by **November 11, 2009** all potential Offerors planning to attend the conference should call Elsa Singleton at (410) 767-7525 or send an email with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, provide at least 5 days notice of such need and the Department will make reasonable efforts to provide such special accommodation.

The Conference will be transcribed. As promptly as is feasible subsequent to the Conference, a copy of the transcript of the Pre-Proposal Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be made available to all prospective Offerors known to have received a copy of this RFP, free of charge, via eMaryland Marketplace and the Department's web page, www.dhr.state.md.us.

1.4 Questions and Inquiries

Written questions from prospective Offerors will be accepted by the Procurement Officer (Section 1.2) prior to the Pre-Proposal Conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the Pre-Proposal Conference. No substantive question will be answered prior to the Pre-Proposal Conference. Additionally questions, both written and oral, will be accepted from the prospective Offerors at the Pre-Proposal Conference and will be answered at the Conference or in a subsequent transmittal, which will be posted on the Department's website and eMaryland Marketplace.

Questions will also be accepted subsequent to the Pre-Bid Conference. All post-Conference questions shall be submitted in a timely manner to the Procurement Officer only. The Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be provided before the bid due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all prospective bidders who are known to have received a copy of the IFB.

Subsequent to the Conference, additional pre-proposal questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer.

Should a potential Offeror identify alleged ambiguities in the Specifications or Contract provisions included in the RFP, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Offeror must request clarification from the Procurement Officer prior to the Proposal due date.

Failure to do so may prevent consideration of a future protest (See COMAR 21.10.02.03).

1.5 Closing Dates

An original, to be so identified, and **five (5)** copies of the Technical Proposal must arrive to the Procurement Officer (Section 1.2) by **December 14, 2009** at 4 p.m. in order to be considered. Unless you are notified by the Procurement Officer that the Technical Proposal is deemed not susceptible of being selected for award, an original and a CD of the Financial Proposal must arrive to the Procurement Officer on or before February 15, 2010 at 12 noon in order to be considered. Offerors mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer. **Proposals or unsolicited amendments to Proposals arriving after the closing time and date will not be considered.**

1.6 Duration of Proposal Offer

The content of this RFP and the Technical and Financial Proposal of the successful Offeror or Offerors will be included by reference in any resulting Contract. All prices, terms and conditions in the Proposal shall remain fixed and valid for **240** days after the closing date for receipt of the Financial Proposals. This period may be extended by mutual written agreement between the Offeror and the Procurement Officer.

1.7 State Project Manager

The State Project Manager for this Contract is:

Nancy Kay Blackwell
Contracts and Monitoring
Department of Human Resources
311 W. Saratoga Street
Baltimore, MD 21201
(410) 767-5773 Telephone
(410) 333-3138 Fax
nblackwe@dhr.state.md.us

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1.8 Glossary of Terms

Abandoned

The identity of the child's parents is unknown and no one has claimed to be the child's parents within 30 days of the alleged abandonment of the child.

Abuse

The physical or mental injury of a child under circumstances that indicate that the child's health or welfare is harmed or at substantial risk of being harmed by: a parent or other individual who has permanent or temporary care or custody or responsibility for supervision of a child; or any household or family member under circumstances that indicate that the child's health or welfare is harmed or at substantial risk of being harmed.

Aftercare

Control, supervision, and care exercised over an adolescent or young adult after discharge from a residential program.

Alternative Living Unit (ALU)

A program that provides services in a structured, staff supervised home licensed by the Developmental Disabilities Administration of the Department of Health and Mental Hygiene for individuals who, because of developmental disability, require specialized care. The service setting is one to three developmentally delayed children with systemic problems.

Behavior Management Plan

A written document that targets the specific problematic behaviors of a youth, and the identified interventions in the residential child care setting that will encourage and support the youth in decreasing or eliminating the inappropriate behaviors that are interfering with success.

Board of Public Works (BPW or Board)

Consists of the Governor, the State Treasurer and the State Comptroller. The Board must approve all State Contracts where the dollar amount is \$200,000.00 or greater. The Board's powers and duties are set forth in the State Constitution and in the State Code.

Case Worker/Social Worker

The Local Department of Social Services' agency case manager or social worker assigned to a child or youth placed in foster care. The Case Worker is responsible for the development and implementation of a case plan to meet the child or youth's permanency goal. The Case Worker works in collaboration with the Contractor to ensure the individual needs of the child or youth are being met through the prompt and effective delivery of services to fulfill the case plan requirements, and the comprehensive Individualized Service Plan (ISP).

Case Management and Planning

A process whereby a plan is developed and implemented for a child or youth and his/her family that has a case of abuse/neglect being managed by the Local Department of Social Services. The plan outlines the goals and objectives for the child and family.

Certified Program Administrator

A program administrator certified as required by Health Occupations Article, Title 20, Annotated Code of Maryland

Child and Adolescent Needs and Strengths (CANS)

An assessment instrument that Maryland has selected to use as a functional assessment, care planning, and outcomes monitoring tool. The CANS assessment can be used as a decision-support tool during care planning as well as a quality assurance or outcomes monitoring tool.

Child or Youth

An individual younger than 18 years old, or between 18 and 21 years old if the court retains jurisdiction over the child.

Child in Need of Assistance (CINA)

A child who requires court intervention because the child has been abused or neglected and the child's parent or parents, guardian, or custodian are unable or unwilling to give proper care and attention to the child and the child's needs.

Children's Services Outcome Measurement System (CSOMS)

The database with the Governor's Office for Children's State Children, Youth and Family Information System that providers are required to use to report outcomes.

Code of Maryland Regulations (COMAR)

Codification of regulations that implement State law and is published by the Maryland Secretary of State, Division of State Documents. COMAR can be accessed on-line at: <http://www.dsd.state.md.us/comar/>

Contract

The agreement(s) entered into by the Department and the successful Offeror(s) resulting from this Request for Proposal.

Contractor

The company or organization awarded a Contract(s) resulting from this Request for Proposals.

Cooperating Department

A unit of the State government responsible for out-of-home placement of children. Cooperating Departments include the Department of Juvenile Services and the Department of Health and Mental Hygiene.

Department of Budget and Management (DBM)

DBM's major responsibilities concern the budget of State government. They include budget development, supervision of budget execution, revenue estimating and coordination of State information processing. DBM ensures that current fiscal needs are met, strives for efficiency in State government and, through evaluation and study of economic conditions, makes plans to meet future needs. DBM serves as the State's central Personnel agency, and is the principal procurement agency over the Department.

Department of Health and Mental Hygiene/Developmental Disabilities Administration (DHMH/DDA)

The Developmental Disabilities Administration provides leadership to assure the full participation of individuals with developmental disabilities and their families in all aspects of community life. In addition, DDA's goal is to promote their empowerment to access quality supports and services necessary to foster personal growth, independence and productivity.

Department of Health and Mental Hygiene/Mental Health Administration (DHMH/MHA)

The Mental Hygiene Administration manages a coordinated, comprehensive, accessible, culturally sensitive, and age appropriate system of publicly funded services and supports for individuals who have psychiatric disorders and, in conjunction with stakeholders, provides treatment and rehabilitation in order to promote resiliency, health, and recovery.

Department of Human Resources (DHR or Department)

Maryland's fourth largest State agency that serves families and individuals who, due to financial hardship, disability, age, chronic disease, or any other cause, need help in obtaining the basic necessities of food and shelter. Children in particular are the concern of day care, foster care, adoption, and protective services that also extend to vulnerable adults. The Department directs State programs for homeless persons, migrant workers, victims of crime and women who are displaced, battered or assaulted. The Department also administers federally funded programs such as Child Support, Family Investment, Food Supplement Program, and Medical Assistance.

Developmentally Disabled

A severe chronic disability of an individual that is attributable to a physical or mental impairment, other than the sole diagnosis of mental illness, or to a combination of mental and physical impairments that: is likely to continue indefinitely; is manifested before the age of 22; results in an inability to live independently without external support or continuing and regular assistance; and reflects the need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are individually planned and coordinated for the individual. (COMAR 14.31.05.03.B)

Diagnostic Evaluation and Treatment Program (DETP)

Short-term care not to exceed ninety (90) days in length that identifies and facilitates diagnostic services for youth in need of stabilization before transition into a longer-term placement setting.

Direct Care Staff

Staff assigned to perform direct responsibilities related to activities of daily living, self-help, and socialization skills of children in a residential child care program.

Discharge Plan

A document that includes a statement of unmet, identified and continuing needs, the placing agency's designated contact for the case, and the name, address, telephone number and relationship of the individual with whom the child will be residing (if appropriate) upon discharge.

Discharge Planning

The process of planning for a youth's discharge from care that includes a plan for care and service supports needed by a youth after transitioning from that program.

Education (EDUC)

An MSDE approved program of instruction in English, language arts, mathematics, science, social studies and other curricular areas provided by a teacher to students enrolled in grades K-12.

Foster Care

Continuous 24-hour care and supportive services provided for a minor child placed by a local department of social services. Foster care includes: services to the child's parents or legal guardian, siblings, and relatives in order to achieve a safe, permanent placement for the child, supervision of the child in the foster care placement to assure that the placement promotes the child's physical, emotional, and intellectual growth and well-being and post-placement services to the child and the child's caregiver to prevent placement disruption or reentry into out-of-home placement.

Governor's Office for Children (GOC)

Coordinates child and family-oriented care within the State's Child-Serving Agencies by emphasizing prevention, early intervention and community-based services for all children and families. The office leads the development of a three-year plan establishing goals and strategies for delivery of integrated services to children and families. The GOC works to promote the well-being of children by collaborating with Local Management Boards, expanding SCYFIS (State Children Youth and Families Information System), and developing and implementing Integrated Systems of Care.

Group Home

Services provided to children that need more supervision than a relative, foster parent or treatment foster parent can provide. A program that provides varying levels of care based on the abilities, disabilities and functioning of children referred and placed.

High Intensity Group Home

A group home that provides services to children presenting emotional and/or behavioral conditions requiring a higher level of structured supervision, behavior management and clinical intervention.

Individual Education Plan (IEP)

The written plan developed for the child or youth that identifies and outlines educational needs and services, and is incorporated into the ISP and case plan.

Individual Health Plan (IHP)

The written plan developed for the child or youth that identifies and outlines the health needs and service delivery, and is incorporated into the ISP.

Individual Service Plan (ISP)/Individual Treatment Plan (ITP)

The written, comprehensive plan developed by the LDSS, Contractor and youth which specifically identifies all the goals, objectives, strategies, services, and responsible parties and resources to address the assessed strengths and need areas of a youth.

Interagency Rates Committee (IRC)

A committee of representatives from the Departments of Human Resources, Juvenile Services, Health and Mental Hygiene, Budget and Management, Maryland State Department of Education and the Governor's Office for Children that reviews providers' budgets, programs and staffing to determine rates.

Levels of Intensity (LOI)

Levels of Intensity identify and define the scope and intensity of services available to accommodate the diverse needs of children and their families. Service intensity levels distinguish the capabilities of programs in five service domains. Services in each of these domains are provided with varying degrees of intensity.. The five service domains are: Twenty-Four-Hour Milieu Care and Supervision, Clinical Treatment Services, Education Services, Health/Medical Services and Family Support Services. To the extent that service intensity levels clearly distinguish the capabilities of individual programs within each service category, they will be used in the process of making informed placement decisions.

Local Department of Social Services (LDSS or DSS or Local Department)

An entity established or designated by a county pursuant to Human Services, Title 8, Subtitle 3, to ensure the implementation of a local, interagency service delivery system for children, youth, and families.

Local Management Boards (LMB)

An entity established or designated by a county under Md. Human Services Article Title 8, Subtitle 3 to ensure the implementation of a local, interagency service delivery system for children, youth and families.

Medically Fragile Program (MFP)

A program designed to serve a child who is dependent upon any combination of the following: mechanical ventilation for at least part of each day; intravenous administration of nutritional substances or drugs; other device-based respiratory or nutritional support on a daily basis, including tracheotomy tube care, suctioning, or oxygen support; other medical devices that compensate for vital body functions; including: Apnea or cardiorespiratory monitors; renal dialysis; or other mechanical devices; or substantial nursing care in connection with disabilities..

Maryland State Department of Education (MSDE)

The Maryland State Department of Education, under the leadership of the State Superintendent of Schools and guidance from the Maryland State Board of Education, develops and implements standards and policy for education programs from pre-kindergarten through high school. MSDE also oversees technical education, rehabilitation services, and library programs throughout the state's 24 local systems.

Office of Licensing and Monitoring (OLM)

A constituent element of the Maryland Department of Human Resources that is responsible for enforcing the laws, rules and regulations that affect the licensing of those facilities and agencies providing foster care to children

Out-of-Home Placement

The removal of a child from the child's family into foster care or kinship care. The child is placed by a cooperating department or court in a public or private residential child care program for more than 30 days.

Permanency Plan

A plan specifying where and with whom the child shall live, and the proposed legal relationship between the child and the permanent caretaker or caretakers.

Provider Agencies (or Providers)

Private agencies offering residential child care services to children and youth placed by LDSS in foster care.

Psychiatric Respite

Short term residential program under the control of and on the grounds of a licensed acute psychiatric hospital where children receive clinical services in anticipation of placement in a residential treatment center or community based setting.

Purchase of Child Care Subsidy Program

An MSDE program that provides financial assistance with child care costs to eligible working families through LDSS

Quality Assurance

The process for identifying gaps in services, evaluating and tracking the completeness and accuracy of service delivery based on compliance with statutory and regulatory requirements, and examining and monitoring the performance of staff.

Rehab Option

The funds available to the Children's Cabinet Interagency Fund under Health-General Article, §15-139, Annotated Code of Maryland.

Request for Proposals (RFP)

The within solicitation, whether attached or incorporated by reference, for soliciting proposals from Offerors for Residential Child Care services pursuant to State procurement statutes and regulations. COMAR 21.01.02.01B(25).

Resident

A child or youth placed in foster care and residing in a foster care placement setting.

Residential Child Care Program (RCC or Program)

An entity that provides 24-hour per day care for children within a structured set of services and activities that are designed to achieve specific objectives relative to the needs of the children served and that include the provision of food, clothing, shelter, education, social services, health, mental health, recreation, or any combination of these services and activities. An RCC includes those that are licensed by the Department of Health and Mental Hygiene; the Department of Human Resources; or the Department of Juvenile Services; and that are subject to the licensing regulations of the members of the Children's Cabinet governing the operations of RCCs.

Residential Treatment Center (RTC)

A restrictive residential placement for youth in need of a secure environment with an intensive, therapeutic service aimed at stabilizing youth and ameliorating those conditions and behaviors compromising the youth's ability to function in a less restrictive setting.

Serious Emotional Disturbance

A condition that manifests in an individual younger than 18 years old and is diagnosed according to a currently recognized diagnostic classification system. The diagnosis excludes the following, unless they co-exist with a diagnosable psychiatric disorder: developmental disorders, substance abuse and disorder classified under the "V" code; and characterized by a functional impairment that substantially interferes with or limits the minor's functioning in the family, school, or community.

Serious Mental Illness

A mental disorder that manifests in an individual 18 years old or older and is diagnosed, according to a currently recognized diagnostic classification system as a schizophrenic disorder, major affective disorder, other psychotic disorder; or borderline or schizotypal personality disorder, with the exclusion of an abnormality that is manifested only by repeated criminal or otherwise antisocial conduct; and characterized by impaired functioning on a continuing or intermittent basis, for at least 2 years, and includes at least three of the following: inability to maintain independent employment, social behavior that results in interventions by the mental health system, inability, due to cognitive disorganization, to procure financial assistance to support living in the community, severe inability to establish or maintain a personal support system, or need for assistance with basic living skills.

State Children Youth and Families Information System (SCYFIS)

SCYFIS is a computer system that helps Maryland track the state-funded interagency services that are provided to children and their families. SCYFIS also assists frontline caseworkers from state agencies and psychiatric hospitals communicate with each other in order to plan for children in State custody to be discharged from psychiatric hospitals.

State Fiscal Year

July 1 of one year – June 30 of the next year

Supportive Services

The services provided to facilitate achievement of the child's permanency plan and to support the kinship caregiver in providing continuous 24-hour a day care for a minor child.

Teen Parent Program

A residential program for pregnant and parenting teens.

Type III Education

An educational program that provides a transitional instructional program to the residents of the licensed facility, not to exceed an average of 60 school days, in a facility licensed by a unit of State government. Type III general education programs may hold approval to operate any one or a combination of the following: nursery school; kindergarten or grades 1-12 or any consecutive sequence of these that continues implementation of a student's public school program; Diagnostic prescriptive educational program; Pre-GED program; GED TESTS preparation program.

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SECTION II. GENERAL INFORMATION

2.1 Purpose

The overall purpose of this RFP is to provide information to Offerors interested in preparing and submitting Proposals to meet the requirements for contractual services described herein.

2.2 Revisions to the RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Acknowledgment of the receipt of all amendments will be required from all Offerors receiving the RFP in the Transmittal Letter accompanying the Proposal. Failure to acknowledge receipt does not relieve the Offeror from complying with all terms of any such amendment.

2.3 Cancellation of the RFP

The State may cancel this RFP, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State's best interest. If the RFP is canceled, a notice of cancellation will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP.

2.4 Acceptance of Proposal and Terms and Conditions

The State reserves the right to accept or reject any and all Proposals, in whole or in part, received in response to this RFP, or to waive or permit cure of minor irregularities to serve the best interests of the State of Maryland.

By submitting a Proposal in response to this RFP, an Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted and explained in its Proposal as an attachment to the transmittal letter as required in Section 4.1. A Proposal that takes exception to these terms may be rejected.

2.5 Additional Information

Offerors who submit Proposals may be required to provide additional information orally or in writing or to submit to a site inspection by State representatives in order to clarify or document their Proposals.

2.6 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal in response to this RFP, including making an oral presentation, holding discussions, making a presentation or conducting an on-site inspection. Any expenses incurred by State personnel or representatives for on-site inspections will be borne by the Department.

2.7 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's Proposal for meeting the requirements of this RFP. Oral, electronic mail or facsimile Proposals will not be accepted.

2.8 Alternate Proposals

An Offeror shall not submit an alternate Proposal in response to this RFP.

2.9 Multiple Proposals

An Offeror shall not submit multiple Proposals for the same RCC Program in response to this RFP.

2.10 Working Hours and Location

RCC facilities shall be operational 24 hours a day, 365 days per year.

2.11 Contract Term

Contracts awarded as a result of this solicitation shall be for a period of 2 years. Contracts shall begin on or about July 1, 2010, and end June 30, 2012. In the event the Contracts do not begin on July 1, 2010, the term shall be 2 years from the Contract start date.

2.12 Multi-Year Contract

- A. The required services shall be provided for the entire Contract period.
- B. The unit price for the services awarded under this RFP will be set by the Interagency Rates Committee (IRC) for each Contract year.

- C. The multi-year Contract shall be canceled automatically if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first.
- D. The State's Project Manager shall notify the Contractor on a timely basis if the funds are not available for the continuation of the Contract for each succeeding fiscal period.

2.13 Bid/Proposal Affidavit

The Bid/Proposal Affidavit, **Attachment B**, must be completed by all Offerors responding to this RFP and submitted with their Technical Proposal. This Affidavit includes commercial nondiscrimination, anti-bribery, non-collusion, debarment, and financial disclosure and political contribution disclosure affirmations.

2.14 Corporate Registration

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller's Office as well as with the Department of Labor, Licensing and Regulation and must have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation which represents other corporations as a resident agent.

Any potential Offeror who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Offeror be completely registered prior to the due date for receipt of Proposals. Failure to do so may result in an otherwise successful Proposal being deemed unacceptable.

2.15 Contract Affidavit

The Contract Affidavit **Attachment C** must be completed and submitted by the selected Offeror when notified of recommendation of award. This affidavit includes the certification of corporation registration and tax payment and a reaffirmation of the Bid/Proposal Affidavit.

2.16 Public Information Act Notice

Offerors should give specific attention to the identification of those portions of their Proposals that they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information must be divulged to the party.

A blanket statement declaring the entire Proposal confidential is not acceptable.

2.17 Contractor's Responsibilities

The State will enter into contractual agreement(s) with the selected Offeror(s). The selected Offeror(s) shall be responsible for all services as required by this RFP. Subcontractors are prohibited from performing the services under any contractual agreement resulting from this solicitation without the prior approval of the State.

2.18 Document Ownership

In the event of Contract award, all data and documentation produced as part of the Contract will become the exclusive property of the Department of Human Resources, State of Maryland and may not be removed by an employee of the Contractor or used, sold, reproduced or duplicated in any way for any purpose by the Contractor without the written permission of the Department. Technical Proposals received from Offerors in response to this RFP and the corresponding financial Proposals from qualified Offerors will become the property of the Department of Human Resources, State of Maryland, and will not be returned to the Offeror.

2.19 General Contractual Conditions

Any Contract resulting from this RFP shall be governed by the laws of the State of Maryland and shall include at a minimum all the terms and conditions set forth in the Services Contract (**Attachment D**) and Contract Affidavit (**Attachment C**). Offerors are strongly urged to review these two documents carefully as they describe the full range of mutual responsibilities concerning the provision of services being procured by this Request for Proposal.

Prior to Award, both the Contract and the Affidavit must be completed along with witnessed signatures and dates and submitted by the recommended Contractor.

2.20 Invoicing

The Contractor will receive a draft monthly statement, which will be generated by MD CHESSIE at the beginning of the month for prior month placements. The monthly statement will be calculated on a per diem basis and based on the actual number of days in the previous month that a child was in the Contractor's care. The Contractor will have five (5) business days to verify statements. DSS and the Contractor will resolve any disputes. On the 13th of the month, MD CHESSIE, based on placement validation by DSS, will generate revised statements if changes were made, and create a pay file for payment processing by the State Comptroller. Daily pay files will be generated for processing by DSS for placements validated after the 13th of the month. Payments will be made on or about the 23rd of the month unless payment issues are still outstanding.

Funding for any Contract(s) resulting from this RFP is dependent upon appropriations from the Maryland General Assembly.

2.21 **e-Maryland Marketplace (eMM) Registration**

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the Department website (www.dhr.state.md.us) for transmitting the RFP and associated materials, the summary of the Pre-Proposal Conference, Offeror's questions and the Procurement Officer's responses, and addenda will be provided via eMM.

In order to receive a Contract award, a vendor must be registered on eMaryland Marketplace. Registration is free. Go here to register: <https://ebidmarketplace.com/>. Click on "Registration" to begin the process and follow the prompts. As a registered vendor to eMaryland Marketplace, you will be privileged to many benefits including:

- Online Goods and Services Profile:

You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the State that are in your area of interest.

- Instant Notification of Opportunities:

Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and local government buying organizations in your area of interest.

- Solicitations Online:

You can review and respond to State, and in some cases local government issued solicitations via the Internet without leaving your desk.

Note: eMaryland Marketplace registration is active for one year and must be active at the time of Contract award. eMaryland Marketplace registration should be maintained thereafter in order to receive notice of future bid opportunities.

2.22 Electronic Funds Transfer (EFT)

Electronic funds transfer will be used by the State to pay Contractor(s) for this Contract and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption. The selected Offeror shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (**Attachment E**) upon notification of selection for award. If your organization has previously registered for EFT with the Comptroller's Office, unless there has been a change, there is no need to re-register. If previously registered, indicate that information on the COT/GAD X-10 form and return the form to the Procurement Officer upon notification of selection for award. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

2.23 Contract Type

Contracts that result from this RFP shall be on a fully loaded fixed unit price basis in accordance with COMAR 21.06.03.02.

2.24 Contract Award

Award of a Contract or Contracts, if any, generally will be made within 180 days after the closing date for submission of Proposals are submitted, and will be subject to appropriate Federal and State approvals. The Contract shall be awarded to the qualified Offeror(s) whose Proposal is determined to be most advantageous to the State based on the results of the technical and financial evaluations.

This procurement is being conducted in accordance with COMAR Title 21.05.03, by Competitive Sealed Proposals.

2.25 Compliance with Law

By submitting a Proposal(s) in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws and regulations applicable to its activities and obligations under the Contract. By submitting a Proposal(s) in response to the RFP, the Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the Contract. The Offeror shall obtain at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

2.26 Protests

An Offeror may protest the proposed award or the award of a Contract for this procurement. Any protest must be filed in accordance with Title 15, Subtitle 2 of the State Finance and Procurement Article, Annotated Code of Maryland, and COMAR 21 (State Procurement Regulations), Subtitle 10, Administrative and Civil Remedies.

2.27 Minority Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation.

2.28 Minority Business Enterprise Reporting

The Department of Human Resources is responsible for reporting procurement activity with all Minority Business Enterprises (MBEs) to the Governor's Office of Minority Affairs. Only those vendors who have been certified as a MBE by the Maryland Department of Transportation (MDOT) can be counted in this report. In order to fulfill the reporting responsibility, it is requested that all Offerors complete the Minority Business Enterprise Report (**Attachment F**) and return it as part of their Proposal.

A non-profit entity organized to promote the interests of the mentally or physically disabled and vendors who are at least 51% owned and controlled by one or more of the following categories meet the definition for MDOT certification: African Americans, American Indians, Hispanics, Asian Americans, Women, Physically or Mentally Disabled. Inquiry and/or application can be made directly to the Maryland Department of Transportation, Office of Minority Business Enterprise.

2.29 Minority Business Enterprise Participation

The Offeror shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) goal stated in this Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

2.30 Minority Business Enterprise Participation Goal(s) and Sub-Goal(s)

An MBE subcontract participation goal of **5%** percent of the total Contract dollar amount has been established for this procurement for **Offerors with 25 or more beds**. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the Contract will be performed by certified Minority Business Enterprises as specified.

- A prime Contractor – including an MBE prime Contractor – must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

- A prime Contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

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2.31 Minority Business Enterprise Participation Requirements

A. DEFINITIONS

As used in this Solicitation, the following words have the meanings indicated.

1. “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a Minority Business Enterprise.
2. “MBE Liaison” is the employee designated to administer this Department’s MBE program.
3. “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
 - a) at least 51-percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
 - b) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it. A Minority Business Enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals. A MBE must be certified in order to participate in the Department’s MBE program.

B. CONTRACTOR’S RESPONSIBILITIES

1. Offerors agree to exercise all good faith efforts to carry out the requirements set forth in this Solicitation. The Offeror shall;
 - a) Identify specific work categories within the scope of the procurement appropriate for subcontracting.
 - b) Solicit minority business enterprises in writing at least 10 days before Proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts.
 - c) Attempt to make personal contact with the MBE’s solicited and to document these attempts.
 - d) Assist MBE’s to fulfill, or to seek waiver of, bonding requirements.

2. Each prime Contractor given solicitation documents as part of a procurement under the MBE subcontract method, can obtain the electronic version of the MBE Directory at www.mdot.state.md.us for purposes of soliciting subcontract quotations, bids, or offers from certified MBE's.
3. A minimum certified MBE participation goal has been established for this procurement (see **Section 2.30 Minority Business Enterprise Participation Goal(s)**). Contractor agrees that at least this amount of the Contract will be performed by certified MBEs.
4. If awarded the Contract the Contractor shall accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.

C. SOLICITATION AND CONTRACT FORMATION

- An Offeror must include with its offer:
 1. A completed Certified MBE Utilization and Fair Solicitation Affidavit Attachment G) whereby the Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the Solicitation process.
 2. A completed MBE Participation Schedule (Attachment H) whereby the Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The Offeror shall specify the percentage of Contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

The failure of an Offeror to complete and submit Attachments G and H shall result in a determination that the Proposal is not susceptible of being selected for award (COMAR 21.11.03.09).

- Within 10 working days from notification that it is the apparent awardees or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer:
 - a) Outreach Efforts Compliance (Attachment I)
 - b) Subcontractor Project Participation Statement (Attachment J)
 - c) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request (see below) that complies with COMAR

21.11.03.11 (see Section F. Waiver).

- d) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardees is not responsible and therefore not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

D. AMENDMENT OF MBE DUE TO UNFORSEEN CIRCUMSTANCES

Any changes to the MBE Participation Schedule **prior to or after Contract execution** must receive approval in accordance with COMAR 21.11.03.12. The apparent awardee(s) shall immediately notify the Procurement Officer regarding MBE changes before execution of a Contract. Contractors shall immediately notify the State's Project Manager and Procurement Officer regarding MBE changes after execution of a Contract. Any change to a MBE must be approved by the Agency Head or Designee and can only be done via a contract modification.

E. CONTRACT ADMINISTRATION REQUIREMENTS

Contractor shall:

1. Submit monthly, to the Department, a report listing any unpaid invoices over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Prime Contractor Unpaid MBE Invoice Report, Attachment K).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime Contract and lists all payments received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices (Subcontractor Payment Report, Attachment L).
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. The Contractor must retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the Contract.
5. At the option of the procurement agency, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

F. WAIVER

.11Waiver. Code of Maryland Regulations (COMAR) 21.11.03

If for any reason, an Offeror is unable to achieve the Contract goal for certified MBE participation, the Offeror may request, in writing, a Waiver (Attachment M) to include the following:

1. A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - a) The names, addresses, dates and telephone numbers of certified MBEs contacted, and
 - b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
3. As to each certified MBE that placed a subcontract quotation or offer that an Offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
4. A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE Unavailability Certification (Attachment N) signed by the minority business enterprise, or a statement from an Offeror that the minority business refused to give the written certification.

2.32 Late Payment of Subcontractors – Prompt Payment Policy

- A. If a Contractor withholds payment of an undisputed amount to its subcontractor(s), DHR at its option and in its sole discretion, may take one or more of the following actions:
 - 1. Not process further payments to the Contractor until payment to the subcontractor is verified,
 - 2. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work,
 - 3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due,
 - 4. Place a payment for an undisputed amount in an interest-bearing escrow account, or
 - 5. Take other or further actions as appropriate to resolve the withheld payment.

- B. An “undisputed amount” means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute, including any retainage withheld, and includes an amount withheld because of issues arising out of an agreement or occurrence unrelated to the Contract under which the amount is withheld.

- C. An act, failure to act, or decision of a Procurement Officer or a representative of DHR, concerning a withheld payment between a Contractor and its subcontractor(s) under this policy directive, may not:
 - 1. Affect the rights of the contracting parties under any other provision of law;
 - 2. Be used as evidence on the merits of a dispute between DHR and the Contractor in any other proceeding; or
 - 3. Result in liability against or prejudice the rights of DHR.

- D. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

- E. To ensure compliance with certified MBE subcontractor participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures

Verify that the certified MBEs listed in the MBE Participation Schedule actually are performing work and receiving compensation as set for in the MBE Participation Schedule.

- 1. This verification may include, as appropriate:
 - a. Inspecting any relevant records of the Contractor
 - b. Inspecting the jobsite; and
 - c. Interviewing subcontractors and workers.

- d. Verification shall include a review of:
 - 1) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - 2) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
2. If DHR determines that a Contractor is in noncompliance with certified MBE participation goals, then DHR will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action.
 - a. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
4. If DHR determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that DHR requires, then DHR may:
 - a. Terminate the Contract;
 - b. Refer the matter to the Office of the Attorney General for appropriate action; or
 - c. Initiate any other specific remedy identified by the Contract, including the contractual remedies stated above regarding the payment of undisputed amounts.
5. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

2.33 Insurance Requirements

Workers' Compensation -- The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, as well as any other applicable statute.

The State of Maryland must be named as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage must be provided upon notification of award.

The Contractor agrees to maintain Workers' Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, as well as

any other applicable statute throughout the term of the Contract.

The following insurances are required:

- (i) workers' compensation and unemployment compensation as required by law;
- (ii) commercial general liability, with a minimum of \$1,000,000 per occurrence and \$3,000,000 in aggregate, such policy endorsed to cover the indemnification provisions of Section 25 of the Contract;
- (iii) motor vehicle liability of not less than \$500,000 combined single limit per accident;
- (iv) professional liability with a limit of at least \$1,000,000 per incident and \$3,000,000 aggregate for each occurrence; and
- (v) any other forms of coverage as may be required by COMAR 14.31.05.04.B(4).

2.34 Certification Regarding Lobbying

Section 319 of Public Law 101-121 prohibits the use of Federal funds for lobbying Federal officials, including members of Congress, in conjunction with a specific Contract, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement. The law also requires the disclosure of lobbying efforts using other than Federal funds. Each Proposal must include a completed Certification Regarding Lobbying (**Attachment O**).

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2.35 Oral Presentations

Offerors who submit a Proposal in response to this RFP may be required to make an oral presentation of the Proposal to the Evaluation Committee, possibly on short notice.

All representations made by an Offeror during an oral presentation must be reduced to writing. All such written representations will become part of the Offeror's Proposal and are binding if the Contract is awarded. The time and location for this oral presentation will be scheduled by the Procurement Officer. The oral presentation will assist the Evaluation Committee with its ranking of the Technical Proposal.

2.36 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in the following section entitled **Living Wage Requirements for Service Contracts (Attachment P)**. If the Offeror fails to complete and submit the required Living Wage documentation, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least **\$12.25 per hour, or other such amount as may later be determined by the appropriate authority**, if State contract services valued at 50% or more of the total value of the contract is performed in the **Tier 1** Area. If State contract services valued at 50% or more of the total value is performed in the **Tier 2** Area, a bidder shall pay each covered employee at least **\$9.21 per hour or other such amount as may later be determined by the appropriate authority**. The specific Living Wage rate is determined by whether a majority of services take place in a **Tier 1** Area or **Tier 2** Area of the State. The **Tier 1** Area includes Baltimore City, Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties. The **Tier 2** Area includes any county in the State not included in the **Tier 1** Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

2.37 Hiring Agreement

By submitting a bid or Proposal in response to this solicitation, the Offeror agrees to execute and comply with the enclosed Maryland Department of Human Resources Hiring Agreement (**Attachment R**). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) business days following the receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

2.38 Confidentiality

Except in accordance with a court order, neither Party shall use or disclose any information concerning a recipient of the services provided under this agreement for any purposes not directly connected with the administration of such services, except upon written consent of the Party providing the information and the recipient or his or her responsible parent, guardian, or legal representative or as required in §10-611 et. Seq., State Government Article and Article 88A, Sections 6 and 6A, Maryland Annotated Code and COMAR 07.01.07

Nothing in this Contract shall prevent the Parties from using and disclosing statistical data derived from information concerning a recipient of the services provided under this Contract so long as that statistical data does not identify any recipient of such services.

2.39 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement Contract a person may not willfully;
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

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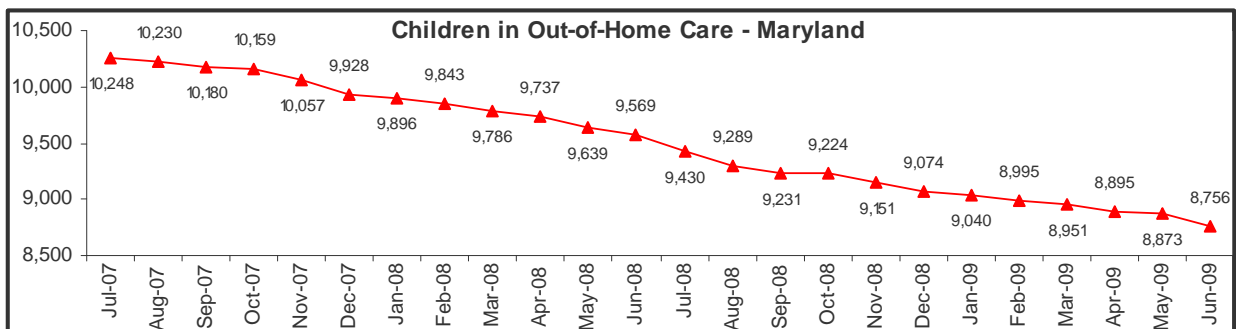
SECTION III. SPECIFICATIONS

3.1 Background

The Maryland Department of Human Resources (the “Department”), Social Services Administration (SSA) intends to award a Contract(s) to multiple Offerors to provide Residential Child Care (RCC) beds in Maryland. The residential child care facilities will be located in all areas of the State and serve foster care children.

“Place Matters” is the Department’s priority initiative designed to improve the services to Maryland’s children and families. “Place Matters” is an approach that promotes safety, family functioning, permanency and community-based services for children and families in the child welfare system.

When children are no longer able to remain in their homes, they must be protected in the least restrictive environment. They are entitled to live in an environment where they are nurtured and can thrive. Permanency is the goal for all children in the custody of the Maryland Department of Human Resources, whether it is through reunification, custody/guardianship to relatives, or adoption.



At the beginning of fiscal year 2008, there were 10,248 children in out-of-home care in the State of Maryland. Most of the children in out-of-home placement (foster care) are temporarily separated from their birth families due to abuse or neglect. Most of these children will be able to safely return to their home or to a relative’s home.

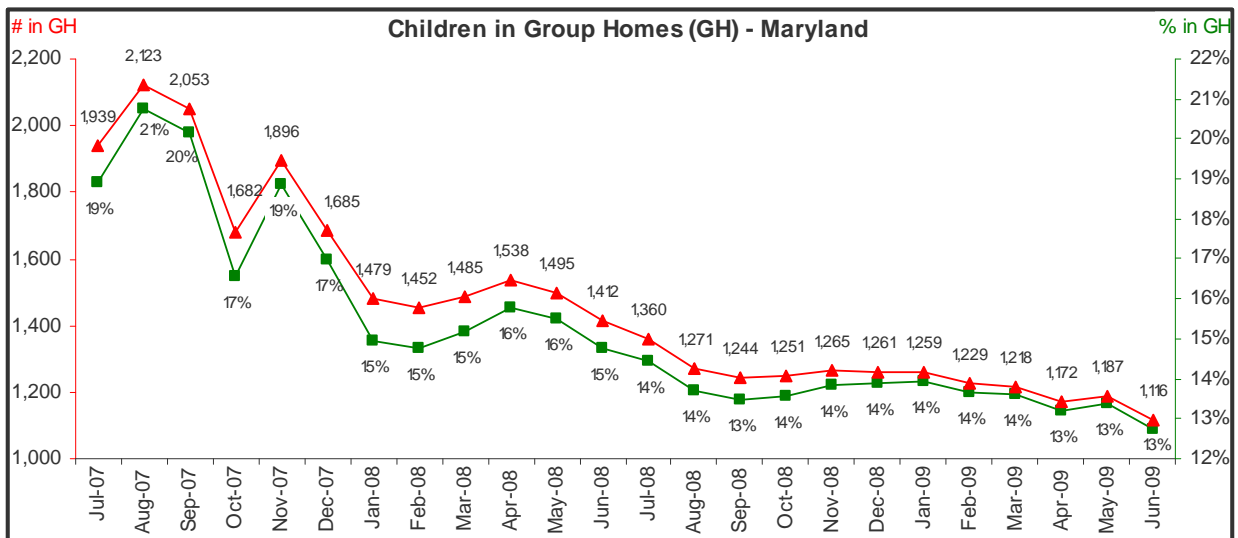
Recognized barriers to successful foster care outcomes include the lack of family foster homes; an over-reliance on group care; a disconnect between the child’s jurisdiction of origin and the jurisdiction of placement; gaps in the placement continuum statewide; and insufficient mental health, educational and community supports for foster children and their families.

Maryland’s “Place Matters” initiative is designed to overcome these barriers. There are six overall strategies to the Place Matters initiative:

- keeping children in their communities;
- placing children in families first;
- supporting and stabilizing families;
- reducing the reliance on out of home care;
- minimizing the length of time a child stays in out-of-home care; and
- reinvesting resources from high cost placements to front end prevention and support services for families and children.

Our current services all reflect an infusion of the Place Matters philosophy. Examples of these are the “1000 by 2010: Foster Parent Recruitment/Retention Plan”, Family Centered Practice, Transitioning Youth to Families, Service Array/Resource Development, and Foster Care Provider Accountability. Place Matters has encouraged Maryland to focus on the improvement of family centered/community based/child focused practice and on issues of permanency and wellbeing.

As the Department implements the strategies of “Place Matters”, the children in out-of-home care data indicates that significantly fewer children are in foster care. Comparatively, the numbers of children in residential child care has also dramatically declined during this same time period from 1,939 in July 2007 to 1,116 in June 2009.



As a result of fewer numbers of children in care, the Department has prepared this RFP to recruit the most suitable placements for those who remain in care.

3.2 Objective

The primary function of this RFP is to solicit and enter into contracts with Offerors who are able to provide a stable and appropriate setting for youth who require out-of-home placements. All providers are expected to meet the basic needs of every child placed in their RCC in accordance with the requirements of this RFP, State law and regulations.

3.3 Scope of the Project

The Department and the LDSS are charged with protecting youth from abuse and neglect, and ensuring a safe, permanent placement to support youth and their families in achieving their goals of safety, permanence, and well being. The Department utilizes Residential Child Care Programs for those children and youth whose needs cannot be met in a family based foster care setting. The services must be appropriate to the age, gender, sexual orientation, cultural heritage, and the developmental and functional level of the youth.

The Department shall use the services of its Contractor(s) at its sole discretion and makes no promises of a referral or the number of referrals. The Program provided shall be in accordance with all relevant Maryland statutes and the Department's regulations concerning private foster care, and in accordance with the Contractor's approved budget. The Program provided shall be consistent with the goals and requirements of the Department's out-of-home placement program as detailed in COMAR 07.02.11. The Contractor shall fulfill the licensing requirements under §§ 5-507 through 5-509 of the Family Law Article, Title 7, Subtitle 9 of the Health-General Article, and §§ 9-234 through 9-236 of the Human Services Article, Annotated Code of Maryland, as applicable.

As part of, and in addition to, the basic services outlined in its licensing requirements, the Contractor shall deliver an array of services, identified herein in Section 3.3 A through H, and Section 3.4 Requirements, as part of an overall strategy for meeting the needs for positive physical, social and emotional development.

A. Family Centered Practice

Maryland's Family Centered Practice approach to service delivery assures the entire system of care engages the family in helping them to improve their ability to adequately plan for the care and safety of their children. The safety, well-being and permanence of children are paramount. The strengths of the entire family are the focus of the engagement. The family is viewed as a system of interrelated people in which action and change in one part of the system impact the other. A commitment is made to encourage and support the family's involvement in making decisions for the children. A climate of community collaboration is nurtured as a way to expand the supportive network available to children and families. The Contractor's practice principles and core values should align with those outlined in Maryland's Family Centered Practice Guide (**Attachment T**).

Local Departments of Social Services (LDSS) will convene Family Involvement Meetings (FIMs) to engage families in making critical decisions for their children. FIMs provide a

forum for families to be active partners in discussing child welfare involvement. Families are encouraged to bring members of their support network to the meeting, such as relatives or community members. Residential child care providers are seen as vital participants in FIMs and are expected to participate in meetings upon the request of the LDSS.

In addition, regular family and sibling visitation is expected to occur in accordance with the visitation plan established by the LDSS. The Contractor is expected to assist the LDSS in the facilitation of visitation between the youth and family members (including siblings) and/or other significant individuals in the youth's life. Visits may occur in the child/youth's home community, in the homes of pertinent relatives and/or significant individuals, and/or at the residential child care site. Phone calls and other forms of communication shall also be encouraged between the child/youth and relatives, as well as other significant individuals.

B. Admission, Intake and Discharge

Placement of youth in out-of-home care may occur 24-hours-a-day, 7 days-a-week. The LDSS makes every effort to ensure the first placement is the most appropriate placement and to decrease placement disruptions. The LDSS has sole authority for making placement referrals.

The Contractor will sign site specific contracts. Written permission from SSA is required to place children in the care of a LDSS in locations not listed in the Contract. The Department has the right to limit placement of youth with Contractor's within certain geographic regions. See Human Services § 8-703.

The Contractor must accept all referrals that are made in accord with the provider profile when there is a vacancy in the Program unless there are extenuating circumstances that are discussed with the LDSS. Any time an appropriate referral is not accepted the LDSS will report the rejection to the Social Services Administration and Office of Licensing and Monitoring for review and investigation, if warranted. In no event shall the total number of placements be greater than the number specified in its license.

Youth should reside in quarters with persons within their own age groups. Suggested age groupings are 0-6; 7-12; 13-17; 18-21. It is understood that the behavioral, psychological, emotional and developmental levels of the youth will be considered in the determination of appropriate grouping.

The Contractor shall not move a child to another location within the Contractor's Program(s) without the prior written notice to and written consent from the LDSS responsible for the placement or ongoing case management for the child. Notice of the intent to move a child shall be given to the LDSS at least thirty (30) calendar days before the proposed move. The LDSS shall give written consent to the proposed move within fifteen (15) calendar days of receipt of the notice. Consent by the LDSS shall not be unreasonably withheld. The failure of the LDSS to give written consent to a request to change placement shall not be deemed a waiver of this notice and consent provision. The notice shall include the reason for the transfer and name and location to which the child will be transferred. In the case of an emergency, the Contractor shall immediately notify the DSS prior to transfer,

and in all cases shall provide written notification of the transfer within 24 hours from the time the child leaves the Program.

In the absence of extenuating circumstances, the Contractor shall only discharge children and youth from the Program under one or more of the following circumstances:

- The youth has progressed in functioning and/or development, and is ready for a less restrictive level of care.
- The youth is in need of a more intensive, therapeutic and/or restrictive placement.
- The youth is to be reunified with family or relatives.
- The youth is to be adopted.
- The youth has adequately met his/her independent living goals and is ready to leave foster care.
- The youth is turning 21 years old or the commitment has been rescinded.
- The LDSS determines that it is appropriate to move the youth.

Prior to any and all discharges, the Contractor will provide thirty (30) business days notice and a Discharge Plan to the LDSS and the parent (when appropriate), except in extenuating circumstances, when a minimum of 72 hours of notice and a Discharge Plan must be provided. The Contractor may not eject a child who meets their profile. The LDSS is required to conduct a Family Involvement Meeting (FIM) prior to any placement change to ensure the continuity of service and a successful transition. The Contractor shall participate in the FIM as requested by the LDSS. The Contractor is required to submit a discharge summary within thirty (30) business days.

C. Cultural and Linguistic Competence

All staff persons who come in contact with the youth must be aware of and sensitive to the child's cultural, ethnic, and linguistic differences, which may include hearing impaired children. Efforts must be made to employ or have access to staff who are representative of the community served in order to minimize the language or cultural barriers that may exist. Each child in care shall be provided services that address any special language needs and reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural and linguistic strengths.

D. Community Integration

It is imperative that the youth maintain connections with schools, churches, friends and families, as deemed appropriate, in collaboration with the LDSS. Developing and maintaining linkages that strengthen the relationship with the child/youth's home communities, and/or the community in which he/she may be residing upon discharge is paramount.

The Program shall make community resources available to youth, and encourage participation and involvement in community based programming to ensure that youth develop skills for living successfully in the community. Volunteer civic activities, use of public agencies/services such as the local library and health and behavioral health services, and recreational activities at a local gym or community center are some examples of such skills.

The Contractor shall ensure that every youth has an opportunity to participate in religious services of his/her choice, or to refrain from religious practice if so desired. In addition any gay, lesbian, bisexual, transgendered and questioning children/youth should be linked with organization and other networks that can support the child/youth's identity and culture.

E. Education

The Contractor will collaborate with the LDSS to ensure that each child of mandatory school age who has not earned a high school diploma or certificate of completion is receiving an appropriate elementary or secondary school education or developmentally appropriate vocational skills program. The Contractor will also ensure that each child in placement attends the local school whenever feasible and appropriate as consistent with Education Article, §4-122(a)(4), Annotated Code of Maryland; and will participate as appropriate in the child's educational activities.

F. Youth Rights

Each RCC must demonstrate compliance with the Residential Child Care Bill of Rights that the resident is:

- To be treated with fairness, dignity, and respect.
- To receive appropriate and reasonable adult guidance, support, and supervision, consistent with the resident's age and level of development.
- Not to be abused, mistreated, threatened, harassed, or subjected to corporal punishment or to other unusual or extreme methods of discipline.
- To have the resident's opinion heard and to be included, to the greatest extent possible and consistent with the resident's age and level of development, when major decisions, including regular case planning meetings are being made affecting the resident's life;
- To have reasonable and clinically appropriate visitation, mail and telephone communication with relatives, friends, attorneys, social workers, therapists, and guardians *ad litem*;
- To have the resident's relatives and designated representatives, who are authorized in writing by the contracting agency, to communicate with the facility of the provider, ask questions of the facility of the provider, and have questions answered promptly by the facility of the provider;
- To have language translation and interpretation services, if necessary;
- Not to be discriminated against on the basis of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business; and
- To an appropriate education, including educational supports such as homework

assistance, summer enrichment opportunities, and employment skills training;

G. Ready by 21

Roughly 50% of children in out of home placement are ages 14-20. In addition to permanency options, these older youth need life skill development and other cross-agency service supports to ensure successful transition to adulthood. The primary goal of the Department's Ready by 21 initiative is to assist youth to prepare for a successful transition from dependence to independence and self-sufficiency. This goal is accomplished through the implementation of an array of services for all foster care youth ages 14 up to their 21st birthday.

Transitional planning for youth must begin at age 14. DHR has established age appropriate benchmarks for youth ages 14-20. The LDSS will work with the youth, to develop a plan that includes: realistic goals established by the youth; agreed upon steps to be taken to meet the goals; the youth's responsibility for aspects of the plan; the responsibility of the LDSS and other persons who will assist the youth to accomplish stated action steps; and timelines for achievement. The transition plan will be provided to the Contractor who will share in the responsibility of ensuring the youth works towards the achievement of the goals and actions outlined in the plan.

The Contractor will also share in the responsibility of ensuring youth receive services to meet the identified benchmarks/milestones outlined in the transition plan. The benchmarks will include but are not limited to the following domains:

- Education
- Housing
- Health/Mental health
- Employment
- Financial Literacy
- Self Care
- Family and Community Connections/Support

H. Projected Program Needs and Referral Process

The residential child care services to be delivered to the out-of-home youth shall be provided by the seven (7) RCCs identified in the chart below. The specific requirements for each RCC are detailed in Sections 3.4.1 A through G. The Department intends to award a number of contracts as may be necessary to meet the projected number of beds or spaces needed in each Program and jurisdiction. The chart below identifies the estimated needs of the Department based upon historical information and data available at the time this solicitation is issued and is not a guarantee, but will be used when making awards.

| Residential Child Care Program | Estimated Total Number of Beds Required Statewide | Jurisdiction or County | Estimated Number of Beds Needed per Jurisdiction |
|---------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| Diagnostic Evaluation and Treatment | 100 | Statewide | 100 |
| Group Homes | 600 | Baltimore City | 300 |
| | | Baltimore County, Harford County | 60 |
| | | Calvert, Charles, St. Mary's, Prince Georges Counties | 80 |
| | | Carroll, Howard, Anne Arundel Montgomery Counties | 80 |
| | | Alleghany, Frederick, Garrett, Washington | 50 |
| | | Cecil, Kent, Queen Anne's, Talbot, Caroline, Dorchester, Wicomico, Worcester, Somerset Counties | 30 |
| High Intensity Group Homes | 260 | Baltimore City, Baltimore County, Harford County | 150 |
| | | Calvert, Charles, St. Mary's, Prince Georges Counties | 30 |
| | | Carroll, Howard, Anne Arundel, Montgomery Counties | 50 |
| | | Alleghany, Frederick, Garrett, Washington | 20 |
| | | Cecil, Kent, Queen Anne's, Talbot, Caroline, Dorchester, Wicomico, Worcester, Somerset Counties | 10 |
| Teen Parents | 22 | Baltimore City, Baltimore County | 16 |
| | | Prince Georges County | 6 |
| Medically Fragile | 90 | Baltimore City | 20 |
| | | Baltimore County | 5 |
| | | Prince Georges County | 65 |

| | | | |
|--------------------------|-----|-------------------------------------------------------------------------------------------------|----|
| Developmentally Disabled | 175 | Baltimore City | 40 |
| | | Baltimore County, Harford County | 35 |
| | | Calvert, Charles, St. Mary's, Prince Georges Counties | 40 |
| | | Carroll, Howard, Anne Arundel, Montgomery Counties | 20 |
| | | Allegany, Frederick, Garrett, Washington Counties | 10 |
| | | Cecil, Kent, Queen Anne's, Talbot, Caroline, Dorchester, Wicomico, Worcester, Somerset Counties | 30 |
| Psychiatric Respite | 45 | Statewide | 45 |

A roster of successful Offerors for each group home and jurisdiction, ranked from highest to lowest, will be made available to each LDSS for referral purposes. The ranking will be based upon the Technical Proposal and consideration of the Financial Proposal and rates assigned by the IRC, with the Technical Proposals given the most weight.

The LDSS will exercise complete discretion to determine the most appropriate, most proximate and least restrictive placement that is available at the time the youth needs to be placed. The LDSS will take into consideration the individualized needs assessments of children, proximity of the Program, availability of beds, and the ability of the Program to meet the specific needs of the youth. Thereafter, those successful Offerors that meet the criteria for placement will be selected based upon their order of overall (combined technical and financial) ranking from highest to lowest.

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3.4 Offeror Requirements

A. Minimum Requirement for All Offerors:

1. All Offerors responding to this RFP must possess a current, valid RCC license for the requisite Program for which the Offeror submits a Proposal.
2. The Offeror shall develop and submit as part of its Proposal:
 - A sample routine and schedule describing the daily, weekly, monthly, and annual activities and routines of the Contractor;
 - An organization chart, which includes the organizational relationships of its staff; identify the staff member with the responsibility for administrative oversight and supervision for each activity required under this RFP, including the staff responsible for training, programmatic and clinical responsibility, and all other key staff, including main office and the congregate care facility staff.
 - An overview of its quality assurance and/or continuous quality improvement system;
 - The resume of the Certified Program Administrator; and
 - The job descriptions and qualifications for all staff.
3. All Offerors shall develop and submit as part of its Proposal a copy of the handbook that is provided to residents and their parents or legal guardians, as required by the Residential Child Care Bill of Rights that identifies policies of the provider and the RCC Program.
4. The Offeror shall include in its Proposal a Training Plan that meets the requirements of COMAR 14.31.02.05 (9).
5. The Offeror shall submit as part of its Proposal a policies and procedure manual(s) that, at a minimum, describes in detail the philosophy and approach to care, program management, admissions, service delivery, behavior management, facility management and safety measures, staffing guidelines and training requirements, and residents' rules of conduct to include rights and responsibilities and grievance procedures.
6. **ADDITIONALLY FOR TEEN PARENTS PROGRAMS ONLY.**
In addition to the above, Offerors shall submit a plan for day care and early childhood development.

B. Contractor Requirements for All Programs:

Residential Child Care Program Policies, Procedures, and Guidelines

1. The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting the care and supervision of youth in their care. The Contractor shall remain abreast of current, new, and revised laws, regulations, and policies, which may include, but may not be limited to:
 - The Residential Child Care Bill of Rights
 - Maryland's Family Centered Practice Guide
 - Place Matters
 - Ready By 21
2. The Contractor shall maintain a policies and procedure manual(s) describing in detail the Contractor's philosophy and approach to care and delivery of service.
3. The Contractor shall participate in and assist the LDSS in the facilitation of visitation between the youth and family members (including siblings) and/or other significant individuals in the youth's life.
4. The Contractor shall develop and maintain linkages that strengthen the relationship with the youth's home communities, and/or the community in which he/she may be residing upon discharge.
5. The Contractor shall ensure that every youth has an opportunity to participate in religious services of his/her choice, or to refrain from religious practice if so desired.
6. The Contractor will also share in the responsibility of ensuring youth receive services to meet the identified benchmarks/milestones outlined in the transition plan.
7. The Contractor shall provide transportation for youth to all medical and mental health appointments; school/educational, extra-curricular and vocational activities; recreational activities; and community activities. The Contractor shall also coordinate transportation with the LDSS for sibling visits and family visits and activities.

Mandatory and Unusual Incident Reporting

8. The Contractor must report any alleged child abuse, neglect or other risk to residents' health and safety to the LDSS, Child Protective Services, DHR/OLM and SSA Resource Development.
9. The Contractor shall follow the procedures outlined in the licensing regulations for mandatory reporting of unusual incidents. The Contractor must also file an unusual incident report any time the resident and/or staff has engaged in an event that is significantly distinct from normal routine or procedure of the resident, the program, the staff, or any person relevant to the resident.

Organizational Requirements

10. Each Contractor shall maintain a Board of Directors, or similar advisory board, that provides governance oversight and is comprised of representatives with experience in governance, financial management, fundraising, child welfare expertise, and any other experience pertinent to administration of a therapeutic residential child care environment.

Quality Assurance

11. The Contractor shall maintain a quality assurance and continuous quality improvement system. The Department will monitor this system and data pertinent to the quality of care of LDSS children and youth.

Case Planning and Recordkeeping

12. The Contractor shall support the activities of the LDSS Case Worker in the achievement of safety, permanence and well-being objectives. The Contractor shall work in conjunction with the assigned Case Worker in the planning of treatment, service delivery, and family visits.
13. The Contractor shall ensure that its staff, the youth themselves, and any significant family members and/or significant individuals, are actively involved in the case planning process.
14. The Contractor shall jointly develop with the LDSS the diagnostic plan that identifies the diagnostic needs of the youth, and the services needed to complete the diagnostic assessment. The Contractor shall also collaborate with the LDSS in development of the case plan and its components (Individual Education Plan (IEP), Individual Treatment Plan (ITP), Individual Health Plan (IHP), and any applicable court orders). The Contractor shall review progress on the diagnostic plan with the LDSS, and convey all relevant information upon discharge of the child/youth.

15. The Contractor shall facilitate and/or provide the services outlined in the diagnostic plan by conducting evaluations on-site, or making service referrals and linkage to external entities that will accomplish delivery of these services.
16. The Contractor shall lead reviews of the diagnostic plan for DHR children and youth in its care that include the Contractor's most relevant staff managing service planning, the LDSS Case Worker, the child/youth, and any pertinent family member. The Contractor shall send the Case Worker preparatory documents prior to the scheduled review meeting.
17. The Contractor shall participate in all LDSS family team decision meetings, reviews, and court hearings pertaining to case planning, treatment, placement setting, permanency, and family resources, to include, at a minimum, all ISP reviews.
18. Scheduled team meetings among relevant invited employees of the Contractor and DSS shall take place at least every six (6) months to review, re-assess and, if necessary, revise the service plan for each child.
19. The Contractor shall maintain client case files and fiscal records in a manner that is compliant with and supports all policies and procedures promulgated by DHR, particularly as it relates to documentation needed for audits. The Contractor's documentation must include all progress notes on assessment, treatment and service delivery that fully outlines the care and recommended future care provided to children and youth.
20. The Contractor shall retain all books, records, including documents that reflect all direct or indirect costs expended in the performance of this Contract for a period of no less than three (3) years after the date of final payment, in accordance with COMAR 21.07.01.21.
21. For Group Homes covered by the State's Medicaid Rehabilitation Option, the Contractor agrees to participate in the State of Maryland's efforts to maximize allowable federal reimbursements. In agreeing to participate in the State's efforts to maximize federal revenues, the Contractor agrees to maintain appropriate documentation of attendance records, and overall, will comply with the requirements detailed in COMAR 10.09.36 (General Medical Assistance Provider Participation).

Staff Security Requirements

22. The Contractor shall conduct pre-employment child protection and criminal record background checks of the Contractor's staff and prospective staff to include consultants and sub-contractors who have access to children. All staff, employees, consultants and sub-contractors must be cleared through the Child Protection Registry and the background checks of the jurisdiction(s) in which the staff member resides. The Contractor must ensure that employees, consultants and subcontractors obtain FBI and local police clearances every two (2) years from the date of employment, and a Child Protection Registry clearance on an annual basis.
23. The Contractor shall not employ any person who has been convicted of the following:
 - Child abuse
 - Child neglect
 - Spousal abuse
 - A crime against children, including child pornography
 - A crime involving violence, including but not limited to, rape, sexual assault, homicide and assault
24. The Contractor may not employ any person who has been accused of abuse or neglect in a currently-pending child abuse or neglect case.
25. The Contractor shall screen new employees for drug and alcohol abuse, and then conduct subsequent, continuous testing on a random basis.
26. The Contractor shall require staff to undergo a physical examination in accordance with COMAR 14.31.06.05 E (1) c and d.
27. The Contractor shall terminate any staff for which an allegation of any of the following has been substantiated by an investigation of OLM or LDSS Child Protective Services unit in any jurisdiction:
 - Neglect of children
 - Physical abuse of children, families or staff members
 - Sexual abuse or harassment of children, families or staff members
 - Verbal or emotional abuse of children, families or staff members
 - Drug or alcohol use on the premises or with children and families, or such that the staff is intoxicated while on duty

Failure to report any allegation of child abuse and/or neglect to OLM and to the appropriate law enforcement or social service agency in the jurisdiction in which the alleged act occurred, or failure to dismiss any employee or subcontractor shall be sufficient cause to restrict placement with the Contractor and may result in termination of the Contract.

Staff Training and Development

28. The Contractor shall ensure staff can effectively perform the roles and responsibilities associated with their positions.
29. The Contractor must ensure all staff possess current first aid, CPR, and universal precautions training.
30. The Contractor shall maintain training records, including the names and credentials of trainers, staff attendance and copies of the curriculum.

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Below are the seven (7) Residential Child Care Programs for which the Department intends to award contracts. Contracts will be awarded pursuant to Section 5.5 and as determined to be in the best interest of the State. An Offeror may submit a Proposal for one or more of the following RCC Programs for which it is licensed.

3.4.1 Residential Child Care Programs and Contractor Requirements

A. For Contractors Providing Diagnostic Evaluation and Treatment Programs (DETP)

The Contractor will serve youth who are undiagnosed or severely disorganized, who due to trauma or mental illness are a danger to themselves and lack a treatment plan that will provide for stable placement in the community. The DETP placement shall be no longer than ninety (90) business days. The goal is to complete an assessment of a child for the purpose of diagnosing the child according to the Diagnostic Statistical Manual (DSM) IV standards, stabilizing the child via treatment and medication and developing a child specific plan to transition and maintain the child in the most appropriate and least restrictive placement to meet that child's needs. The written assessment shall include recommendations for placements and recommendations for an array of services designed to stabilize the child in the least restrictive placement for the child's needs and must be provided to the LDSS within sixty (60) business days of placement.

The Contractor shall establish and ensure a structured routine and schedule of events and activities that promote healthy development and improve social and behavioral functioning. The youth should have minimal, if any, periods of unstructured time in their daily routine.

The Contractor shall use the following minimum standards which were derived from the currently used Level of Intensity System for Fiscal Year 2010 (Attachment U) when responding to this RFP

| Minimum Standard | Level of Intensity |
|-----------------------------|---------------------------|
| Care and Supervision | High |
| Clinical Services | High |
| Education | Moderate |
| Health and Medical Services | Moderate |
| Family Support Services | High |

1. **Contractor Requirements**

The Contractor shall provide the following services:

- A. Comprehensive Diagnostic Assessments appropriate to a child's needs based on the requests and recommendations of the LDSS. The Assessments shall identify the evaluations and assessments conducted, including the names and titles of persons responsible for implementing the Individual Service Plan (ISP) or the Individual Treatment Plan (ITP). The ISP or ITP shall be updated as the diagnostic assessment period progresses, shall have final recommendations for longer-term placement setting and treatment, and shall be signed by an appropriate treating clinician.
- B. Employ sufficient interdisciplinary credentialed staff to provide services and behavior management that meets the needs of the children in the Program.
- C. Ensure staff receive appropriate orientation and ongoing training in order to meet the minimum licensing requirements and to comply with COMAR 14.31.06 in order to meet the needs of the children served.
- D. Ensure on-site availability to provide counseling services and appropriate therapeutic modalities necessary to meet the needs of youth in care.
- E. Develop a Behavior Management Plan that employs positive behavior interventions, strategies and supports as appropriate to the needs of the child.
- F. Plan, facilitate, and coordinate all preventive, routine, and emergency medical, mental health and dental care services for each youth in conjunction with the LDSS.
- G. Have an on-site MSDE approved Type III school to ensure that each school-aged resident attends an educational or vocational program in accordance with all applicable federal, state and local laws.
- H. Where appropriate, the child/youth should continue to attend the school he/she was attending prior to placement, If more appropriate, the Contractor shall assist in the transition of the child/youth to the school he/she will be attending upon longer-term placement. In some cases, the Contractor may be requested to provide or facilitate interim educational services for children and youth in educational transition, or who have been out of school for some time. The Contractor shall be responsible for providing transportation to and from an educational program if necessary.

2. **Deliverables**

- A. Diagnostic Assessment – Due sixty (60) business days from date of placement. The Assessment may include psychiatric, psychological, educational, psycho-social, medical and others services as appropriate.
- B. Recommendations for placement – Due sixty (60) business days from date of placement.
- C. Recommendations for an array of services designed to stabilize the child in the least restrictive placement for his/her needs – Due sixty (60) business days from date of placement.
- D. Any other reports, information or documents that may be requested by the LDSS.

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B. For Contractors Providing Group Home Programs

The Contractor shall provide general care for youth for the purpose of ensuring their basic needs, well-being and preparing them for independence. Group Homes serve youth who require awake, overnight supervision and have exhibited behaviors that complicate family placement.

The Contractor shall use the following minimum standards that were derived from the currently used Level of Intensity System for Fiscal Year 2010 when responding to this RFP.

| Minimum Standard | Level of Intensity |
|-----------------------------|---------------------------|
| Care and Supervision | Moderate |
| Clinical Services | Low |
| Education | Low |
| Health and Medical Services | Low |
| Family Support Services | Low |

1. Contractor Requirements

The Contractor shall provide the following services:

- A. A comprehensive Individual Treatment Plan (ITP) or Individual Service Plan (ISP) as required by COMAR 14.31.06.
- B. Employ sufficient interdisciplinary credentialed staff to provide services and behavior management that meets the needs of the children in the program.
- C. Ensure staff receive appropriate orientation and ongoing training in order to meet the minimum licensing requirements and to comply with COMAR 14.31.06 in order to meet the needs of the children served.
- D. Ensure availability and access to provide counseling services and appropriate therapeutic modalities necessary to meet the needs of youth in care.
- E. Develop a Behavior Management Plan that employs positive behavior interventions, strategies and supports as appropriate to the needs of the child and consistent with COMAR 14.31.06.
- F. Plan, facilitate, and coordinate all preventive, routine, and emergency medical, mental health and dental care services for each youth in conjunction with the LDSS.
- G. Arrange for and ensure that each school-aged resident attends an educational or vocational program in accordance with all applicable federal, state and local laws. This may also include the need to provide transportation to and from educational programs.

2. Deliverables

- A. Individual Treatment/Service Plan – Due thirty (30) business days after placement and every ninety (90) business days thereafter.
- B. Results of CANS assessment – Due thirty (30) business days after placement and every ninety (90) business days thereafter

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C. For Contractors Providing High Intensity Group Home Programs

A considerable number of youth entering the foster care system present behaviors and functioning that demonstrate a need for on-site therapeutic care and intense supervision.

The Contractor shall serve children and youth presenting emotional and/or behavioral conditions requiring a higher level of structure, supervision, behavior management/modification, and clinical intervention. Behaviors may include, but not be limited to physical aggression; poor impulse control; substance abuse; inappropriate sexual behavior; mental illness and aggression, or affective disorders such as Post-Traumatic Stress Disorder and depression experienced within ninety (90) business days of placement. The youth require 24 hour supervision by awake staff.

The Contractor shall use the following minimum standards that were derived from the currently used Level of Intensity System for Fiscal Year 2010 when responding to this RFP.

| Minimum Standard | Level of Intensity |
|-----------------------------|---------------------------|
| Care and Supervision | High |
| Clinical Services | High |
| Education | Moderate |
| Health and Medical Services | Moderate |
| Family Support Services | Moderate |

1. Contractor Requirements

The Contractor shall provide the following services:

- A. A comprehensive Individual Treatment Plan (ITP) or Individual Service Plan (ISP) as required by COMAR 14.31.06.
- B. Employ sufficient interdisciplinary credentialed staff to provide services and behavior management that meets the needs of the children in the program.
- C. Ensure staff receive appropriate orientation and ongoing training in order to meet the minimum licensing requirements and to comply with COMAR 14.31.06 in order to meet the needs of the children served.
- D. Develop a Behavior Management Plan that employs positive behavior interventions, strategies and supports as appropriate to the needs of the child and consistent with COMAR 14.31.06.

- E. Ensure on-site availability to provide counseling services and appropriate therapeutic modalities necessary to meet the needs of youth in care.
- F. Plan, facilitate, and coordinate all preventive, routine, and emergency medical, mental health and dental care services for each youth in conjunction with the LDSS.
- G. Arrange for and ensure that each school-aged resident attends an educational or vocational program in accordance with all applicable federal, state and local laws. This may also include the need to provide transportation to and from educational programs.

2. Deliverables

- A. Individual Treatment/Service Plan - Due thirty (30) business days after placement and every 90 days thereafter.
- B. Results of CANS assessment – Due thirty (30) business days after placement and every ninety (90) business days thereafter.

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D. For Contractors Providing Teen Parent Programs

The Department will only utilize RCC's for pregnant and parenting teens that prepare youth for transition to an independent living program, college/vocational training program, or to independence. Transition to a family based setting could occur at any point along the continuum if a match is achieved, as this is the desired permanency objective for all children and youth regardless of age. The Teen Parent Program shall serve no more than 6 pregnant or parenting teens per site.

Pregnant and parenting teen programs ensure teen parents learn good parenting skills and maintain their children in a safe and nurturing manner and prepare teen parents for independence. Services vary in intensity depending on the maturity level and clinical needs of the clients, but typically include pre-natal care when necessary, independent living skills and parenting skills.

The Contractor shall use the following minimum standards that were derived from the currently used Level of Intensity System for Fiscal Year 2010 when responding to this RFP.

| Minimum Standard | Level of Intensity |
|-----------------------------|---------------------------|
| Care and Supervision | Moderate |
| Clinical Services | Moderate |
| Education | Moderate |
| Health and Medical Services | Moderate |
| Family Support Services | Moderate |

1. Contractor Requirements

The Contractor shall provide the following services:

- A. Develop an Individual Treatment Plan (ITP) or Individual Service Plan (ISP), as required by COMAR 14.31.06, for the pregnant and parenting youth to include services for their dependent child(ren).
- B. Employ sufficient interdisciplinary credentialed staff to provide services and behavior management that meets the needs of pregnant and parenting youth to include services for their dependent child (ren).
- C. Ensure staff receive appropriate orientation and ongoing training in order to meet COMAR 14.31.06 regulations and the needs of pregnant and parenting youth to include services for their dependent child (ren).

- D. Ensure availability to provide counseling services and appropriate therapeutic modalities necessary to meet the needs of pregnant and parenting youth to include services for their dependent child (ren).
- E. Develop a Behavior Management Plan that employs positive behavior interventions, strategies and supports as appropriate to the needs of pregnant and parenting youth to include services for their dependent child(ren) and consistent with COMAR 14.31.06.
- F. Ensure that the pregnant and parenting youth works with the LDSS in determining the most appropriate child care setting and assists with enrolling the dependent child(ren) in the Purchase of Child Care Subsidy Program and Head Start or in school if age appropriate.
- G. Supports an environment where teens can gain parenting skills including but not limited to family planning, nutrition, child development, discipline, sleep safety, early childhood education and overall child safety.
- H. Plan, facilitate, and coordinate all preventive, routine, and emergency medical, mental health and dental care services for each pregnant and parenting youth to include services for their dependent child (ren) in conjunction with the LDSS.
- I. Arrange for and ensure that each school-aged resident attends an educational or vocational program in accordance with all applicable federal, state and local laws. This may also include the need to provide transportation to and from educational programs.

2. Deliverables

- A. Individual Treatment/Service Plan which will include services to dependent children – Due thirty (30) business days after placement and every ninety (90) business days thereafter.
- B. Results of CANS Assessment– Due thirty (30) business days after placement and every ninety (90) business days thereafter.

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E. For Contractors Providing Medically Fragile Programs

Medically Fragile Residential Child Care provides specialized care for children who have debilitating or life threatening medical conditions and/or pervasive developmental delays that require specialized care. Many of the children have multiple disabilities and may be dually diagnosed with emotional and/or behavioral disorders. The treatment of medically fragile children can include multiple services which include, but are not limited to, medical, nursing, psychological, social services, occupational and physical therapy interventions.

The Contractor shall use the following minimum standards that were derived from the currently used Level of Intensity System for Fiscal Year 2010 when responding to this RFP.

| Minimum Standard | Level of Intensity |
|-----------------------------|---------------------------|
| Care and Supervision | High |
| Clinical Services | N/A |
| Education | Low |
| Health and Medical Services | High |
| Family Support Services | Moderate |

1. Contractor Requirements

The Contractor shall provide the following services:

- A. Comprehensive Individual Treatment Plan (ITP) or Individual Service Plan (ISP) that includes information about all medical/health needs of the child.
- B. Employ sufficient interdisciplinary credentialed staff to provide services, specialized medical care, and behavior management that meets the needs of the children in the program.
- C. Ensure staff receives appropriate orientation and ongoing training in order to meet COMAR 14.31.06 and 10.22 regulations and the needs of the children served.
- D. Ensure availability to provide counseling services and appropriate therapeutic modalities necessary to meet the needs of youth in care.
- E. Develop a Behavior Management Plan that employs positive behavior interventions, strategies and supports as appropriate to the needs of the child and consistent with COMAR 14.31.06 and 10.22.

- F. Plan, facilitate, and coordinate all preventive, routine, and emergency medical, mental health and dental care services for each youth in conjunction with the LDSS.
- G. Arrange for and ensure that each school-aged resident attends an educational or vocational program in accordance with all applicable federal, state and local laws. This may also include the need to provide transportation to and from educational programs.

2. **Deliverables**

- A. Individual Treatment/Service Plan – Due thirty (30) business days after placement and every ninety (90) business days thereafter.
- B. Results of CANS assessment – Due thirty (30) business days after placement and every ninety (90) business days thereafter.

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F. For Contractors Providing Developmentally Disabled Programs

The Contractor will serve developmentally disabled youth in Alternative Living Units (ALU) or RCCs.

The scope and intensity of care and supervision offered in ALU and RCCs for children will vary based on the abilities, disabilities and functioning of children referred and placed. These programs provide a stable setting for children with mild to severe developmental disabilities who require 24 hour supervision and intensive staff care to meet daily needs through a range of service levels.

The Contractor shall use the following minimum standards that were derived from the currently used Level of Intensity System for Fiscal Year 2010 when responding to this RFP.

| Minimum Standard | Level of Intensity |
|-----------------------------|---------------------------|
| Care and Supervision | High |
| Clinical Services | Low |
| Education | Low |
| Health and Medical Services | Low |
| Family Support Services | Low |

1. Contractor Requirements

The Contractor shall provide the following services:

- A. Comprehensive Individual Treatment Plan (ITP) or Individual Service Plan (ISP) as required by COMAR 14.31.06 and COMAR 10.22.
- B. Employ sufficient interdisciplinary credentialed staff to provide services and behavior management that meets the needs of the children in the program.
- C. Ensure staff receives appropriate orientation and ongoing training in order to meet COMAR 14.31.06 and 10.22 regulations and the needs of the children served.
- D. Ensure availability to provide counseling services and appropriate therapeutic modalities necessary to meet the needs of youth in care.
- E. Develop a Behavior Management Plan that employs positive behavior interventions, strategies and supports as appropriate to the needs of the child and consistent with COMAR 14.31.06 and 10.22.

- F. Plan, facilitate, and coordinate all preventive, routine, and emergency medical, mental health and dental care services for each youth in conjunction with the LDSS.
- G. Arrange for and ensure that each school-aged resident attends an educational or vocational program in accordance with all applicable federal, state and local laws. This may also include the need to provide transportation to and from educational programs.

2. **Deliverables**

- A. Individual Treatment/Service Plan – Due thirty (30) business days after placement and every ninety (90) business days thereafter.
- B. Results of CANS assessment – Due thirty (30) business days after placement and every ninety (90) business days thereafter.

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G. For Contractor’s Providing Psychiatric Respite

Psychiatric Respite services are for youth who are discharged from a psychiatric hospitalization with a placement recommendation for a residential treatment center, less restrictive placement, or diversion from a psychiatric hospitalization. Psychiatric Respite is a short-term, 30-day, residential program with additional staffing and support services for youth with serious behavioral issues. This program will provide a more secure setting and a higher level of treatment services. Referrals must be approved by the DHR/SSA Resource Development Placement and Support Services Unit prior to admissions to ensure appropriate utilization of services.

The Contractor shall use the following minimum standards that were derived from the currently used Level of Intensity System for Fiscal Year 2010 for the group home category when responding to this RFP.

| Minimum Standard | Level of Intensity |
|-----------------------------|---------------------------|
| Care and Supervision | High |
| Clinical Services | High |
| Education | Moderate |
| Health and Medical Services | Moderate |
| Family Support Services | Moderate |

1. Contractor Requirements

The Contractor shall provide the following services:

- A. Complete evaluations when appropriate based on the recommendations of the facility and/or LDSS that identifies the needs.
- A. Employ sufficient interdisciplinary credentialed staff to provide services and behavior management that meets the needs of the children in the program.
- B. Ensure staff receives appropriate orientation and ongoing training in order to meet COMAR 14.31.06 and the needs of the children served.
- C. Ensure on site availability to provide counseling services and appropriate therapeutic modalities necessary to meet the needs of youth in care.
- D. Develop a Behavior Management Plan that employs positive behavior interventions, strategies and supports as appropriate to the needs of the child and consistent with COMAR 14.31.06.

- E. Plan, facilitate, and coordinate all preventive, routine, and emergency medical, mental and dental care services for each youth in conjunction with the LDSS.
- F. Have a MSDE on site approved nonpublic general and special education school (for example: Type III non-public special education). Arrange for and ensure that each school-aged resident attends an educational or vocational program in accordance with all applicable federal, state and local laws. This may also include the need to provide transportation to and from educational program. To the extent possible, the child/youth should continue to attend the school he/she was attending prior to placement, if deemed appropriate. Or, if more appropriate, the Contractor shall assist in the transition of the child/youth to the school he/she will be attending upon longer-term placement. In some cases, the Contractor may be requested to provide or facilitate interim educational services for children and youth in educational transition.
- G. The Contractor shall provide all documentation including the Certificate of Need (CON) to the LDSS as requested.
- H. The Contractor shall communicate to the Department any difficulties in obtaining cooperation from the LDSS to ensure an expedited discharge.
- I. All efforts must be made to assist in the placement of the child into an appropriate, acceptable permanent recommended placement in a timely manner to prevent over-stays.
- J. All admissions must have an "Admission to Respite Reporting Checklist" form completed and sent to DHR prior to admission.

2. **Deliverables**

- A. Evaluations must be submitted within 15 calendar days of placement (includes psychiatric, psychological, educational, psycho-social, medical and others as appropriate).
- B. Recommendations for an array of services designed to stabilize the child in the least restrictive placement for his/her needs within thirty (30) business days.

3.5 Reports

1. **Audits.** On or before December 2 of each year, following the end of the contract year, an annual audit report of the Contractor's financial records must be submitted to the Project Manager and OIG. The audit must be performed by an independent Certified Public Accountant (CPA) and be in the format required by the Department. (Attachment V)
2. **Annual Report.** Due on or before December 2 of each year, following the end of the contract year, the Contractor must submit an annual report that includes the following: (1) a detailed description of all efforts made to ensure appropriate services while reasonably managing costs, and the success/failure of those efforts as measured in both time and money saved, (2) a percentage-rate breakdown reflecting the number of times in the contract year that the Contractor needed, with the Department approval, to add or change services included in the original Contract, to maintain the safety and well-being of the child(ren), including suggestions for reducing the need for, and frequency/cost of, such changes, as well as practical examples to support the suggestions and (3) goals for the following contract year, based on information and data developed during the current and prior calendar years, with specific strategies for realizing these goals and specific measuring plans for determining whether they have been met by the end of the following year.
3. **Miscellaneous Reports.** The Contractor shall also participate in other data collection and reporting activities, including but not limited to:
 - a. Quality Assurance processes adopted by the Department;
 - b. the collection of research data and evaluation activities concerning their programs, utilization reviews completed by the Department
 - c. training sessions offered by the Department; and
 - d. the outcomes measurement system developed by the Governor's Office for Children (Children's Services Outcomes Measurement System [CSOMS]). (Attachment W).
4. **Monthly Attendance Report.** To be submitted to the Project Manager on a form provided by the Department. (Attachment W).

3.6 Contractor's Project Manager

The Contractor shall designate an individual to serve as the Contractor's Project Manager. The Contractor's Project Manager shall be available to discuss the day-to-day operations of the project as well as attend any meetings pertaining to the same. Meeting dates, times and location(s) will be provided in advance.

3.7 Post-Award Orientation Conference

Within two weeks after approval, the State's Project Manager (person named in Section 1.7), the Contractor and/or the Contractor's Project Manager, and any other State or Contractor staff deemed appropriate shall attend a Post-Award Orientation Conference.

The purpose of the Post-Award Orientation Conference is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions. The date, time and location of the Post-Award Orientation Conference will be indicated to the successful Offeror.

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SECTION IV. REQUIREMENTS FOR PROPOSAL PREPARATION

4.1 Transmittal Letter

A transmittal letter prepared on the Offeror's business stationery shall accompany the Proposal. The purpose of this letter is to transmit the Proposal; therefore, it should be brief. The letter shall contain the title of the solicitation, include the Offeror's name, federal tax identification or social security number, eMaryland Marketplace identification number and address, and shall be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Proposal. The letter shall also acknowledge any addenda or amendments to the RFP that were received. **An Offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in this RFP unless otherwise clearly noted as an attachment to the transmittal letter. A Proposal that takes exception to any of the terms and conditions in the RFP may be rejected.**

4.2 Two Volume Submission

The selection procedure for this procurement requires that the technical evaluation and ranking of the Proposals be completed before the Financial Proposals are distributed to the Inter-Agency Rate Committee. Consequently, each Proposal shall be submitted as two separate enclosures as indicated in Sections 4.3 (Volume I – Technical Proposal) and 4.4 (Volume II – Financial Proposal). Offerors responding to different RCC Programs as identified in the request, e.g. for Teen Parents and Group Homes or some other combination, shall prepare a separate Proposal for each Program in accordance with Section 1.1.

4.3 Volume 1 - Technical

The technical volume shall be prepared in a clear and precise manner. It shall address all appropriate points of this RFP except the price information and all pages shall be consecutively numbered. This volume shall contain the following sections:

A. Proposed Service:

This section shall contain a definitive description of the Offeror's proposed plan to achieve the objectives and requirements of the RFP. **This section shall also contain Compliance with Section 3 of the RFP** and shall be prepared in the same sequence as the Scope Section of this RFP. The Proposal shall include a description of the facility and number of children authorized to serve, as well as a detailed work plan. The Offeror's work plan shall describe how the proposed services will satisfy the State requirements or conditions. Any special equipment requirements or approaches shall also be explained in this section.

B. Qualifications

A description of the Offeror's qualifications shall clearly show the following:

1. Related experience.
2. Related Education or Training

Note: Any professional licenses, certificates, etc. held by the Offeror or the Offeror's staff should be included for each Program an Offeror seeks. Of particular importance to this procurement is the submission of proof of having a Certified Program Administrator.

C. Understanding the Problem:

This section shall contain the Offeror's analysis of the environment in which the proposed work will be implemented.

D. Personnel:

This section shall include job descriptions and individual resumes for the personnel who are to be assigned to this project if the Offeror is awarded the Contract. Indicate the role or assignment that each individual is to have in this project. The key personnel identified in the Offeror's Proposal are considered to be essential to the work being performed under this RFP. Prior to diverting any of the specified individuals to assignments other than this project, the Contractor selected shall notify the Department of its intent at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. No diversion shall be made by the Contractor without the written consent of the Department. Replacement of any personnel, including personnel who leave the employment of the Contractor, shall be with personnel of equal ability, qualifications and experience.

E. References:

The Offeror shall supply three references to support the Proposal. They shall be business or professional references and in the form of a letter. Reference letters shall be sent directly to the Procurement Officer from the reference source. Reference letters should include the solicitation number, Offeror's name and speak to the Offeror's qualifications, character, service provided, performance, etc. The reference shall be current and identify the name of each reference, point of contact, telephone number and email address. The State shall have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the Offeror but otherwise known by the Department. The State will notify the Offeror of any references contacted who were not identified by the Offeror.

As part of its offer, each Offeror is to provide a list of all Contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified Contract the Offeror is to provide:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the Contract
- The term of the Contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- Whether the Contract was terminated before the end of the term specified in the original Contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State Contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

F. Prior Experience with DHR and other MD Licensing/Contracting Agencies

As part of its offer, each Offeror is to provide a discussion of the Offeror's prior experience, if any, with DHR and, if needed, its cognizant licensing agency from a regulatory and, if applicable, contractual standpoint. The Offeror can take any approach to this as it sees fit but this should include a narrative on any prior regulatory or contracting issues the Offeror (or any predecessor organization) has had with DHR or its cognizant licensing agency in the past five (5) years. This narrative should include what steps the Offeror has taken, is taking or will be taking to address those issues. In addition as part of this discussion, the Offeror must disclose all other agencies with whom they contract.

G. Financial Responsibility and Stability

This section shall contain information to show that the Offeror has the capacity in all respects to perform fully the Contract requirements and the fiscal integrity and reliability to assure good faith performance. Information that can be used to demonstrate requisite responsibility and stability include:

- a) Audited financial statements (for Offeror only) for the past three years,
- b) Dunn and Bradstreet report and rating,
- c) Line of Credit from a Financial Institution approved by the State Treasurer, or
- d) Evidence of no less than six (6) of working capital.

In addition, the Offeror shall describe any docketed or adjudicated civil or criminal litigation that could have a financial impact on the company.

All financial information that is not otherwise publicly available, received in response to

this section will be maintained as confidential information releasable only to those evaluating the technical Proposal. Other than the Procurement Officer, persons who will be given access to this information for evaluation purposes will have signed a Confidentiality Statement.

H. Economic Benefit to the State of Maryland

Each Proposal submitted in response to this Solicitation shall describe the benefits that will accrue to the Maryland economy as a direct result of the Offeror's performance of the Contract resulting from this solicitation. **DO NOT INCLUDE ANY DETAIL OF THE FINANCIAL PROPOSAL WITH THIS TECHNICAL INFORMATION. DO NOT INCLUDE ACTUAL DOLLAR AMOUNTS; USE PERCENTAGES ONLY.** Economic benefits include:

- a) The estimated percentage of Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers, and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- b) The estimated numbers and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification, and the aggregate payroll percentage to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- c) Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- d) The estimated percentage of subcontract dollars committed to Maryland small business and MBEs.
- e) The Offeror shall explain any other economic benefits to the State of Maryland that would result from the Offeror's Proposal.

I. Additional Information

This section, which is optional, should include any additional information the Offeror deems relevant to this procurement as well as any information that meets the satisfaction of the State's objectives.

J. Company Literature

If company literature or other material is intended to respond to any RFP requirements, it must be included in this section and the Offeror's responses in previous sections of the Proposal must include reference to the documents by name and page citation. Proposals submitted without these references and citations will be considered incomplete.

K. Forms

1. Bid/Proposal Affidavit – Attachment B
2. MBE Forms:
 - Minority Business Enterprise Report – Attachment F
 - Certified MBE Utilization and Fair Solicitation Affidavit – Attachment G
 - MBE Participation Schedule – Attachment H
3. Certification Regarding Lobbying - Attachment O
4. Living Wage: Affidavit of Agreement – Attachment Q
5. Hiring Agreement – Attachment - R

4.4 Volume II - Financial

This volume should contain all price information for all services proposed. Offerors must comply with the instructions of the Interagency Rates Committee. This volume must be submitted following the "Budget Application Form" currently used by the Interagency Rates Committee (Attachment A) and shall contain all financial information that the Offeror determines to be relevant to the Proposal. Unless an Offeror has been notified in writing that its Technical Proposal has been deemed not reasonably susceptible of being selected for award, Financial Proposals are due to the Procurement Officer no later than **12 noon on February 15, 2010** to be considered timely and for evaluation purposes under this RFP. **All Financial Proposals will be submitted directly to the Interagency Rates Committee by the Procurement Officer.** Therefore, Offerors do not need to forward Financial Proposals directly to IRC.

SECTION V. EVALUATION PROCEDURES

5.1 Evaluation Committees

All Offerors' Proposals received by the closing deadline will be evaluated by evaluation committees established by the Department. The committees may request additional technical assistance from any source.

Proposals will not be opened publicly, but will be opened in the presence of at least two State employees. Proposals shall be held in a secure place until the established due date. After the established due date, a Register of Proposals shall be prepared that identifies each Offeror. The Request of Proposals shall be open to public inspection after award of the Contract. Proposals shall be shown only to members of the Evaluation Committees or State employees having a legitimate interest in them.

5.2 Qualifying Offerors

Qualified Offerors are those responsible Offerors that submitted Proposals that are initially classified by the Procurement Officer as reasonably susceptible of being selected for award. Offerors whose Technical Proposals are not accepted will be notified in writing.

5.3 Technical Evaluation

The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without prior discussions or negotiations. The Evaluation Committees will rank the Proposals according to the criteria established in Section 5.4. No price data should be provided in the Technical Proposal. During this technical evaluation phase, the Procurement Officer shall reserve the right to enter into discussions with Offerors. If discussions are held, all Offerors who are initially classified as reasonably susceptible of being selected for award, or potentially so, will be given an equal opportunity for discussion.

Those Proposals determined at any time to be not reasonably susceptible of being selected for award or Offerors determined to be not responsible will be dropped from further consideration in the awarding of the Contract.

A. RESPONSIBILITY

General

1. The procurement regulations in Title 21 of the Code of Maryland Regulations (COMAR) define a “responsible” Offeror as one “...who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which shall assure good faith performance.”
2. COMAR Title 21, also requires that the Procurement Officer determine before awarding a Contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a “responsible” Offeror.
3. In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

B. DISCUSSIONS

The State may award a Contract from this solicitation without discussion with any Offeror. The Department reserves the right to discuss and negotiate with qualified or potentially qualified Offerors, i.e., Offerors which appear to be responsible at the time discussions and negotiations are conducted and whose Proposals are initially judged to be reasonably susceptible of being selected for award. Discussions or negotiations will be conducted with all Offerors which have not previously been eliminated. The Department, however, is not obligated to conduct any discussions or negotiations. Each Offeror should be aware that the Department can select a Proposal without first discussing the matter with the selected Offeror.

5.4 Criteria for Technical Evaluation

The criteria that will be used by the committees for the technical evaluation of the Proposals for this specific procurement are listed below in descending order of importance. The Technical Proposal will carry more weight than the Financial Proposal. **Technical Proposals will be ranked according to the following major criteria in descending order of importance:**

- A. **Proposed Services – Section 4.3A**
- B. **Qualifications – Section 4.3B**
- C. **Prior Experience with DHR and/ other MD Licensing Agency – 4.3F**

- D. Understanding the Problem – Section 4.3C**
- E. Personnel – Section 4.3D**
- F. References – Section 4.3E**
- G. Financial Responsibility and Stability – Section 4.3 G**
- H. Economic Benefit to the State – Section 4.3 H**

5.5 Financial Evaluation

The separate price volume of each Qualifying Offeror will be submitted directly to the Interagency Rates Committee by the Procurement Officer. The IRC will determine the provider rates/the price of each Proposal in order to establish a financial ranking of the Proposals, from lowest to highest price.

5.6 Debriefing of Unsuccessful Offerors

Unsuccessful Offerors shall be debriefed upon their written request, provided the request is made within a reasonable period of time after receiving notice of not being recommended for award from the procurement officer. Requests for debriefings shall be honored by the Department at the earliest feasible time after the request is received. Debriefings shall be held in accordance with COMAR 21.05.03.06.

5.7 Final Evaluation and Recommendation for Award

Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer will recommend award of the Contracts to the responsible Offerors whose Proposals are determined to be the most advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors.

Contract award, if any, resulting from the RFP is subject to appropriate State approvals. Awards exceeding \$200,000 require approval of the State Board of Public Works.

SECTION VI. APPENDICES

(The checklist below contains the required and optional documents which, when used, are to be included in the RFP appendices.)

State Forms Required with Every RFP

| | |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attachment A | Interagency Rates Committee Budget Application Forms, (completed by Qualified Offeror(s) and submitted by February 15, 2010) |
| Attachment B | Bid Proposal Affidavit (complete and submit with offer) |
| Attachment C | Contract Affidavit (to be completed within 10 working days by successful Offeror(s) only, upon notice of award) |
| Attachment D | Contract (sample only, signed by Offeror upon notice of award) |
| Attachment E | Electronic Funds Transfer (form COT/GAD X-10) (mandatory for all Contracts expected to exceed \$200,000 - includes base + options years – <u>if Offeror is a new registrant</u> submit to the Comptroller’s Office upon notice of award) |
| Attachment F | Minority Business Enterprise Report (complete and submit with Technical Proposal) |
| Attachment G | Certified MBE and Fair Solicitation Affidavit (must be submitted with offer) |
| Attachment H | MBE Participation Schedule (must be submitted with offer) |
| Attachment I | Outreach Efforts Compliance (must be submitted within 10 working days after notification of apparent award) |
| Attachment J | Subcontractor Project Participation Statement (must be submitted with Outreach Efforts Compliance) |
| Attachment K | Prime Contractor Unpaid MBE Invoice Report (submit monthly for term of contract) |
| Attachment L | Subcontractor Payment Report (submit monthly for term of contract) |
| Attachment M | MBE Waiver Request Form (must be submitted within 10 working days after notification of apparent award if applicable) |
| Attachment N | MBE Unavailability Certificate (submitted within 10 working days if Appropriate) |
| Attachment O | Certification Regarding Lobbying (mandatory for procurements where Federal funds are used totaling \$25,000 or more). |
| Attachment Q | Affidavit of Agreement – Maryland Living Wage Service Contracts (submitted with technical proposal) |
| Attachment R | Hiring Agreement (submitted within 10 working days after notification of apparent award if applicable) |