



## REQUEST FOR PROPOSAL (RFP)

### Child Welfare Emergency Services (CWES) ACFS 22-081

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***RFP Purpose.***

The purpose of this Request for Proposal (RFP) is to solicit competitive Proposals from qualified Bidders capable of providing the Iowa Department of Human Services (Agency) with Child Welfare Crisis Intervention, Stabilization, and Reunification Services (CISR) as described in this RFP. Specifically, the Agency is seeking qualified Bidders to provide Child Welfare Emergency Services (CWES) within the Western Iowa Service Area (WISA). Bidders are expected to address Children’s safety, Permanency, and well-being in all aspects of care they are proposing to provide. Qualified Bidders will articulate how they will collaborate with other child welfare stakeholders and contractors to ensure continuity of care.

***Duration of Contract.***

The Agency anticipates executing a contract with an 18-month contract term with no option for additional contract extensions.

***Bidder Eligibility Requirements.***

The Agency will only consider proposals for contract award from bidders who are currently licensed or actively in the process of obtaining licensure for shelter services in the state of Iowa. Bidders will be required to provide proof of certification before contract execution may occur.

The Agency will only consider proposals for contract award from Bidders who are located in Iowa and are within ten (10) miles of Sioux City, Iowa city limits. This specificity in location is due to the closing of several facilities offering these services in the Western Iowa Service Area and the urban nature and population of the Sioux City, Iowa area.

<b>Procurement Timetable</b>
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There are no exceptions to any deadlines for the Bidder; however, the Agency reserves the right to change the dates. Times provided are in Central Time.

<b>Event</b>	<b>Date</b>
Agency Issues RFP Notice to Targeted Small Business Website (48 hours):	<b>September 20, 2021</b>
Agency Issues RFP to Bid Opportunities Website	<b>September 22, 2021</b>
Bidder Letter of Intent to Bid Due By	<b>October 6, 2021 3:00 p.m.</b>
Bidder Written Questions Due By	<b>October 6, 2021 3:00 p.m.</b>
Agency Responses to Questions Issued By	<b>October 13, 2021</b>
<b>Bidder Proposals and any Amendments to Proposals Due By</b>	<b>November 3, 2021 3:00 p.m.</b>
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	<b>November 23, 2021</b>
Contract Negotiations and Execution of the Contract Completed	<b>December 17, 2021</b>
Anticipated Start Date for the Provision of Services	<b>January 1, 2022</b>

## **Section 1 Background and Scope of Work**

### ***1.1 Background.***

The RFP process is for the Agency's benefit and is intended to provide the Agency with information to assist in the competitive selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid Proposal. The Agency adheres to all applicable federal and State laws, rules, and regulations when entering into a contract for services.

The Agency has decided that for this RFP, serving each Child near the Child's home and/or community, is a key component to success.

The combined service array represents the Agency's intent to provide and support child welfare services that:

- are Family focused;
- are designed to build on Family strengths;
- enhance parents' or other caregivers' capacity to protect and safely care for Children;
- connect families to community resources and informal support systems;
- ensure Children who age out of Foster Care have the skills and connections to successfully Transition to adulthood;
- adhere to the Guiding Principles for Iowa's future Child Welfare System (Attachment 2), Family-Centered Model of Practice (see definition, Section 1.2), and Child Welfare Model of Practice (Attachment 3) as well as the Juvenile Court Services (JCS)'s Model of Practice (see definition, Section 1.2).; and
- are consistent with the principles of the Child and Family Service Review (CFSR) of Child safety, Permanency, and well-being while encouraging flexibility, innovation, and use of Evidence-Based Practice strategies to build a comprehensive continuity of care system.

Through this RFP the Agency seeks qualified Bidder(s) to provide services that include, but are not limited to, the following (and as defined in the respective Scope of Work) in the Western Iowa Service Area.

### **Child Welfare Emergency Services (CWES)**

- Provide 24/7 response to Emergency referrals by the Agency, JCS, or Law Enforcement.
- Provide Diversion services whenever possible to help stabilize a Child and Family such that the Child can remain in or quickly return to the Child's home, ultimately reducing the time the Child is in an Out-of-Home Placement.
- Ensure CWES are immediately and individually responsive to each Child and their Family's needs and in the Child's community.
- Accept referrals and provide contracted services on a No Reject, No Eject basis.
- Provide minimally restrictive, short term, temporary shelter care beds while maintaining as much normalcy for the Child as possible, including attendance at the Child's school of origin whenever appropriate.
- Maintain all required licensures, certifications, or approvals.

The Agency intends to award one contract effective 1/1/2022 through 6/30/2023, with up to 20 Guaranteed Payment Beds as a result of this procurement. The Agency reserves the right to select eligible Bidders in order to best meet the needs of the Agency, Service Area, JCS, and the Children and families to be served.

## **Guiding Principles for Iowa's Child Welfare System**

Child Welfare Services are primarily focused on promoting safety, Permanency, and well-being for Children, a philosophy consistent with the expectations of the Federal Government under the Child and Family Services Review process and the Agency's Child Welfare Model of Practice and Family-Centered Model of Practice. The Agency is continually striving to improve outcomes for Children and families who are involved in the child welfare system. To that end, the Guiding Principles for Iowa's future child welfare system are in the forefront of planning to improve outcomes for Children and families.

## **CWES Overview**

CWES are short term and temporary child welfare interventions provided through the child welfare system and focus on Children's safety, Permanency, and well-being. They are intended to immediately respond to the needs of the eligible CWES Target Population defined for this RFP. CWES approaches range from the least restrictive "Crisis Interventions" that can be used -- e.g., Family conflict mediations or In-Home services provided before Children require Removal from their home -- to more restrictive Emergency services including Out-of-Home Placements with relatives, foster families, or Emergency Juvenile Shelter Care (as permitted by the Iowa Code). Eligible Children are referred by the Agency, Juvenile Court Services, and Law Enforcement.

A demographic profile of the Children served by the WISA CWES contractors from January 1, 2019, to January 1, 2020, is listed below. (Data only includes WISA referrals served by WISA contractors.)

**Total Shelter Placements: 339**

**Total Diversion Cases: 169**

### **Shelter Placements Breakdown**

JCS-40

DHS-271

Law Enforcement-28

Total: 339      159 males/180 females

### **Diversion Cases Breakdown**

JCS-4

DHS-96

Law Enforcement-69

Total: 169      91 males/78 females

### **1.2 RFP General Definitions.**

When appearing as capitalized terms in this RFP, including attachments, the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

**"Agency"** means the Iowa Department of Human Services.

**"Bid Proposal"** or **"Proposal"** means the Bidder's proposal submitted in response to the RFP.

**"Bidder"** means the entity that submits a Bid Proposal in response to this RFP.

**"Contractor"** means the Bidder who enters into a Contract as a result of this Solicitation.

**“Deliverables”** means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with any contract resulting from this RFP.

**“Invoice”** means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form accepted by the Agency, such as a General Accounting Expenditure (GAX) form.

***Definitions Specific to this RFP.***

When appearing as capitalized terms in this RFP, including attachments, the following quoted terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

**“Accreditation” or “Accredited”** means a program that is accredited by an independent not-for-profit organization (e.g.: Council on Accreditation, Joint Commission for Behavioral Health Care Services, and Council on Accreditation for Rehabilitation Services).

**“Administrative Costs”** means costs that may include, but are not limited to, such categories as salary and fringe benefits for administrators and support staff, utilities, data collection and data processing costs, printing, communications equipment and services, and other costs necessary to support the delivery of services to Children and families.

**“Admission Clinical Review Form”** means the clinical assessment completed by an LPHA to determine QRTP level of care for a Child.

**“Admission and Discharge Protocol”** means the protocol used by the Agency, Juvenile Court Services, and Contractors that defines allowable reasons a Contractor can deny a Child’s admission to shelter or carry out an unplanned discharge from shelter and a review process to resolve issues related to admission or unplanned discharge.

**“Behavioral Health Intervention Services” (BHIS)** means services provided to Children who are Medicaid eligible and under twenty-one (21) years of age and their families to remediate mental health symptoms and behaviors.

**“Business Day”** means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

**“Case Management”** means Agency social casework, including work with Children to assess and identify individual and Family strengths and needs, develop Case Permanency Plans to provide appropriate supports and services, implement the Case Permanency Plans, coordinate and monitor the provision of services, and evaluate client progress and the case. It also includes similar services provided by Juvenile Court Services' workers.

**“Case Permanency Plan”** means the Agency plan identifying goals, needs, strengths, problems, services, time frames for meeting goals and for delivery of the services to the child and parents, objectives, desired outcomes, and responsibilities of all parties involved and reviewing progress.

**“Caseworker”** means the Caseworker for a Child in care. For Child Welfare Emergency Services a Caseworker shall be the person primarily responsible for Service Planning for the Child and being the point of contact for the Child’s Family and Referring Worker. All Caseworkers shall be responsible for coordination with referral sources and coordination of services to a Child.

**“Casework Supervisor”** means the staff member that provides supervision in CWES. This individual provides

supervision of the Caseworker(s) by regularly scheduled face-to-face case specific discussions with the Caseworker.

**“Child,” “Children,” “Youth,” or “Juvenile”** means a person(s) who meets the definition of a Child in Iowa Code § 234.1(2).

**“Child and Family Services Review” (CFSR)** means the process and procedures used by the federal Department of Health and Human Services to monitor and evaluate each states’ Child welfare Agency in order to promote the achievement of safety, Permanency, and well-being for Children that come to the attention of the Child welfare system and improve the quality of Agency child welfare services.

**“Child Welfare Emergency Intervention”** means, for the purpose of CWES, a service provided in a child’s home or elsewhere to address immediate problems or to de-escalate situations with the intent to keep families together and avoid a Child’s Removal from his or her home.

**“Child Welfare Emergency Services” (CWES)** means an array of short term and temporary interventions that are provided to the Target Population by the Child welfare system and focus on Children’s safety, permanence, and well-being. CWES range from the least restrictive approaches that can be used, e.g., Crisis Interventions such as Family conflict mediations or In-Home interventions, to more restrictive Emergency services including Out-of-Home Placements with relatives, foster families, or Emergency Juvenile Shelter Care (as permitted by the Iowa Code). Eligible Children are referred by the Agency, Juvenile Court Services, and Law Enforcement.

**“Child in Need of Assistance” (CINA)** means a Child adjudicated by Juvenile court to be a Child in Need of Assistance pursuant to Iowa Code Ch. 232.

**“Clinical”** means the professional application of theories and methods that lead to differential diagnosis, prevention, amelioration and treatment of bio-psycho-social dysfunction and impairment, including mental, emotional, behavioral and developmental disorders.

**“Contract Manager”** means the staff person or persons accountable to the Contract Owner, acting under the direction and guidance of the Contract Owner for a specific contract.

**“Contract Owner”** means the administrator within the Agency who has overall responsibility, accountability, and authority for the direction and management of the contract.

**“Crisis Intervention and Stabilization Plan”** means the methods a Contractor will use at both the Contractor and individual Child levels to respond to Child behaviors that may lead to situations like Critical Incidents, trauma, or reports to authorities (e.g., Law Enforcement). Contractor Crisis Intervention and Stabilization plans shall define Contractor policies and procedures that are appropriate to meet the needs of the Children in care, identify expectations of staff and staff training requirements, define appropriate staffing patterns and desired competencies, discuss the Contractor’s approaches to Trauma-Informed Care, define the behavior de-escalation techniques that will be used. Child-specific Crisis Intervention and Stabilization Planning shall be individualized and based on needs of the individual Children in care and incorporated into the Child’s Service Plan. This planning shall address, but not be limited to: a Child’s trauma; mental health or behavioral needs; and, approaches to de-escalation that shall be used to manage a Child’s behavior when needed.

**“Critical Incident”** for online reporting purposes means a behavior-related or other situation involving a Child during the provision of service that results in one of the following:

- Death;
- Injury to another Child in care, Contractor staff, or volunteer that requires treatment by medical personnel in or at a hospital, other medical clinic or urgent care provider, or a physician’s office;

- Police calls or other law enforcement involvement or contact;
- Mandatory report of abuse; and,
- Emergency treatment by medical personnel in or at a hospital, other medical clinic, urgent care provider, or a physician's office.

**“Cultural Competence”** means the ability of individuals and systems to respond respectfully and effectively to people of all cultures, classes, races, ethnic backgrounds, sexual orientations, and faiths or religions in a manner that recognizes, affirms, and values the worth of individuals, families, tribes, and communities, and protects and preserves the dignity of each.

**“Delinquent”** means a Child adjudicated by Juvenile court for having committed a Delinquent act as defined in Iowa Code Ch. 232.

**“Deliverables”** means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with this Contract.

**“Diversion” or “Diverted”** means that alternatives to Out-of-Home Placement for Youth eligible for shelter Placement were successfully used to avoid Placement into a shelter bed. A Child may spend no more than 47 hours at a shelter or approved residential setting or up to 20 days in another approved setting while alternatives are arranged and intake into a shelter bed is not completed.

**“Education Specialist”** means Contractor staff directly responsible for a Child's education and related services and needs. This may include the Child's Contractor-appointed Caseworker.

**“Emergency”** means, for the purpose of CWES, a service offering extended involvement with the Agency or Juvenile Court Services (more than a shorter involvement with Child welfare Crisis Intervention and Stabilization), such as temporary Out-of-Home Placement until Family and Child issues are resolved and there is a final disposition of a Child's case. Placements outside the home include family Foster Care, Placements with Family members, or Emergency Juvenile Shelter Care.

**“Emergency Juvenile Shelter Care”** means the provision of Emergency, short-term care until a more permanent living arrangement is possible. Iowa Code § 232.2 defines “shelter care” as temporary care of a Child in a physically unrestricting facility at any time between a Child's initial contact with Juvenile authorities and the final judicial disposition of the Child's case and identifies the facilities in which a Child may be placed. Shelter care facilities that are county or multi-county operated receive a Certificate of Approval if they meet standards defined in 441 Iowa Admin. Code ch. 105. Privately operated shelter care facilities receive a Certificate of Licensure if they meet the standards defined in 441 Iowa Admin. Code ch. 105. Emergency Juvenile Shelter Care is not considered suitable for Children under age 12 unless appropriate alternatives are first sought and determined to be unavailable.

**“Evidence-Based Practice”** means practices or service approaches whose effectiveness at achieving desired outcomes for specific Target Populations of Children and families has been substantiated or validated by independent empirical research. Information on Evidence-Based services can be obtained in a variety of ways, including through contacts with various public and private organizations that collect and disseminate service information. Examples of such organizations include the Child Welfare League of America, the American Public Human Services Association (APHSA), the Center for the Study of Social Policy, the Casey Foundation, Casey Family Programs, the federal Office of Juvenile Justice and Delinquency Prevention, the federal Agency of Health and Human Services, and university schools of social work.

**“FACS”** means the Family and Children’s Services data system.

**“Family or Kin”** means the social unit consisting of the Child and relations of the Child including, but not limited to, biological or adoptive parent, stepparent, brother, sister, stepbrother, stepsister, and grandparent

**“Family Case Plan”** (Form No.470-3453) means the official record of the Agency’s involvement with the Family. It serves to help document the Child and Family conditions and concerns that caused the Family to become involved with the Child welfare system, help determine and document the most appropriate services and supports needed to assure and promote Child safety, Permanency, and well-being. The Family Case Plan includes a description of a plan to keep the Child safe; individual Family strengths, supports, and needs; how the strengths and Family supports can be used to assist the Family in self-directed change; how the Agency and others will assist the Family in overcoming the needs; and document compliance with applicable state and federal laws and regulations.

**“Family-Centered Model of Practice”** means a way of working with families, both formally and informally, across service systems to enhance their capacity to care for and protect their Children. It focuses on Children’s safety and needs within the context of their families and communities and builds on families’ strengths to achieve optimal outcomes. Families are defined broadly to include birth, blended, kinship, and Foster and Adoptive Families.

**“Family Centered Services” or “FCS”** means the primary Agency purchased interventions, services, and supports to strengthen and preserve connections between Children and their Family as defined by Request For Proposal ACFS 20-006.

**“Family-Like Setting”** means a Foster Family Home, a relative Placement, a pre-adoptive home, or trial home visit.

**“Family Finding Efforts”** means a variety of approaches and methods Contractors and the Agency use to help Children in Foster Care find and connect with biological or chosen Family members. Strained Family relationships can be strengthened or reconnected through these efforts and discoveries can be made to connect lost relationships or build entirely new ones for and with the Child or Youth. Internet-based search tools may be used to locate Family members unknown to the Child Welfare system. Connections can be made regardless of geography, initial level of commitment from the Family member, or blood relation to the Child. The input of the Child and close Family members is a critical piece of this method.

**“Family Interaction”** means a process used to maintain relationships with siblings, parents, Family, and other individuals and to reduce the sense of abandonment and loss that Children experience at Placement. Family Interaction should take place in the least restrictive, most home-like setting appropriate to meet the Child’s needs for safety. Family Interaction should minimize the harmful effects of Family separation as well as nurture and enhance reunification. Family Interaction should maintain meaningful contact consistent with the development and/or special needs of the Child and Family to further progress toward achieving Permanency for the Child. Interactions provide the opportunity for families to maintain relationships, enhance well-being, and may sometimes be an appropriate venue to provide families with the opportunity to learn, practice and demonstrate new behaviors and patterns of interaction. Family Interaction will also provide an opportunity to assess caregiver needs around parent training, community resources/referral, and concrete supports. Family Interaction proceeds in three phases as progress occurs: initial phase, central phase, and reunification phase.

**“Family Interaction Plan”** means the plan to guide Family Interactions that encourages progressive increase in parents’ responsibility. The Plan is premised on case goals and on an assessment of a Family functioning and safety concerns for the Child. A written Family Interaction Plan should be tailored to meet the safety concerns of the Family and will be provided to assure Family Interaction begins as soon as possible after Removal from



parental custody. Family Interaction Plans must never be used as a threat or form of discipline to the Child or to control or punish the parent.

**“Family Team Decision Making”** means both a philosophy and a practice strategy for delivering child welfare services.

**“Family Team Decision-Making Meeting”** means a gathering of Family members and extended Family, friends, the Referring Worker, Safety Plan/FSRP FCS Contractor, providers, community professionals, and other interested people who, with the assistance of a Family Team Decision-Making Meeting Facilitator who meets the Agency’s Facilitator standards, plan to enhance the safety, Permanency, and well-being of a Child and Family through development and review of an individualized Family Case Plan.

**“Fictive Kin”** means an individual who is unrelated by either birth or marriage but who has an emotionally significant relationship with another individual who would take on the characteristics of a Family relationship.

**“Formal Life Skills Assessment”** means a tool designed to measure a Child’s knowledge and skill comprehension a Child needs to direct his or her life at home and in the community. Measurement of skills include “hard skills” including but not limited to money management, food preparation, hygiene, home management, accessing health care, education and employment-related skills, accessing community resources and time management. Measurement of skills also includes “soft skills,” including but not limited to decision-making, problem solving, relationship skills, and self-advocacy skills. Results of the Life Skills Assessment (both strengths and needs) are used in designing services and supports that promote a Child-centered Transition plan to assist the Child in successful Transition from the Foster Care system to early adulthood and Self-Sufficiency.

**“Foster Care”** means substitute care furnished on a 24-hour-a-day basis to an eligible Child in a licensed or approved facility by a person or agency other than the Child’s parent or guardian. Foster Care does not include care provided in a Family home through an informal arrangement for a period of 20 days or less. It includes the provision of parental nurturing and shall include, but is not limited to, the provision of food, lodging, training, education, supervision, and health care.

**“Foster Group Care Service” (FGCS)** means one service of the Child welfare array of services that offers a safe and protective structured living environment for eligible Foster Care Children who are considered unable to live in a Family situation due to social or emotional needs, but are able to interact in a community environment with varying degrees of supervision. Children are adjudicated either for having committed a Delinquent act or as CINA and court-ordered to this State-licensed Out-of-Home care provided in licensed facilities 24 hours a day and seven days per week offering room, board, and age appropriate and transitional child welfare services.

**“Guaranteed Payment Bed” or “Guaranteed Bed”** means a bed that is part of the contract guaranteed available to the Agency and for which Agency payment will be made regardless of use in order to assure access as needed and stability of payment to a Contractor.

**“Integrated Health Home” (IHH)** means a team of professionals working together to provide whole-person, patient-centered, coordinated care for adults with a serious mental illness (SMI) and Children with a serious emotional disturbance (SED). Integrated Health Homes are administered by the Medicaid Managed Care Organizations (MCOs) and provided by community-based Integrated Health Homes.

**“In The Home” or “In-Home”** means that a Child resides in the permanent home of the Child’s parent or guardian.

**“In-Home Onsite Mediation Services and Follow-up”** means a Child Welfare Emergency Intervention provided in a CWES referral’s home or community to settle Family disputes or other child welfare crises. Follow up is the

time period defined by a Contractor during which continued outreach or other direct communication will occur following a mediation to determine the success of the intervention.

**“Juvenile Court Services” (JCS)** means an administrative unit that is part of the judicial branch of Iowa government and established in each judicial district pursuant to Iowa Code Ch. 602. JCS provides intake services for all Iowa Youth who are alleged to have committed a Delinquent act. JCS also supervises and provides services to those Youth who are adjudicated Delinquent or those Youth who have committed a Delinquent act but who have not been adjudicated Delinquent by the Juvenile Court.

**“Juvenile Court Services Model of Practice” (JCS’s Model of Practice)** means the Juvenile Court Services utilization of Evidence-Based Practices that result in the Juvenile Court Officer (JCO):

- 1) Assessing offender’s criminogenic needs and risk factors using the Iowa Delinquency Assessment;
- 2) Targeting traits, skills, conditions, and behaviors that are most likely to lead to Recidivism;
- 3) Engaging offenders in the change process;
- 4) Matching intervention strategies to offenders’ individual needs and circumstances; and
- 5) Planning strategies, in collaboration with each Child and their Family, to facilitate behavioral change.

**“Juvenile Court Services Plan”** The plan developed of JCS identifying goals, needs, strengths, problems, services, time frames for meeting goals and for delivery of the services to the child and parents, objectives, desired outcomes, and responsibilities of all parties involved and reviewing progress, including any directives or needs identified by the Court.

**“Kinship Caregiver”** means relative (e.g. grandparent, sibling, etc.) and Fictive Kin (e.g. godparents, close Family friends, etc.) providing care for a Child.

**“Law Enforcement”** means a member of a police force or other agency or department of the State, county or city regularly employed as such and who is responsible for the prevention and detection of crime and the enforcement of the criminal laws of Iowa and all individuals, as determined by the Iowa Law Enforcement academy council, who by the nature of their duties may be required to perform the duties of a peace officer.

**“Licensed Practitioner of the Healing Arts” (LPHA)** means a practitioner such as a physician (M.D. or D.O.), a physician assistant (PA), an advanced registered nurse practitioner (ARNP), a psychologist, a social worker (LMSW or LISW), a marital and family therapist (LMFT), or a mental health counselor (LMHC) who is licensed by the applicable state authority for that profession. See Iowa Administrative Code 441.78.12(1).

**“Mobile Outreach”** means accessibility to and provision of CWES shelter alternatives and Diversion services in a broad geographical area and beyond commonly recognized limits of a building, such as an Emergency Juvenile shelter.

**“No Reject, No Eject”** means that the Contractor shall accept all Cases referred by the Agency or JCS, recognizing that the Agency may approve exceptions in unique situations.

**“Non-Guaranteed Payment Bed” or “Non-Guaranteed Bed”** means a bed that is part of the contract and shall be available to the Agency as needed and for which Agency payment will be made based on actual use.

**“Neurodevelopmental and Comorbid Conditions” (NACC)** means a combination of lower cognitive functioning, developmental delays, and serious emotional and behavioral concerns affecting the functioning and treatment needs of a Child. NACC signifies the Child has been assessed by a Licensed Practitioner of the Healing Arts to have significant needs which necessitate residential treatment.

**“One Caseworker Model”** means the integrated approach to provide each Child with one point of contact through

the provision of CWES. A Child will have a single assigned Caseworker to coordinate the delivery of the Child's Service Plan and to be the point of contact for the Child, the Child's Family or other persons in the Child's Positive Support System, and the Referring Worker. The One Caseworker Model is designed to ensure a Child and Child's Family have consistent access to Contractor staff and coordinate services for each Child.

***“Out-of-Home”*** means that the Agency has Placement and care responsibility of a Child in a location other than the Child's natural home.

***“Permanency”*** means a Child has a safe, stable custodial environment in which to grow up, a life-long relationship with a nurturing caregiver, and is able to explore and retain significant connections to Family members to the greatest extent possible.

***“Placement”*** means each physical setting in which a Child in care resides. For purposes of CWES, a Placement occurs when a Child remains in a shelter bed more than 47 hours.

***“Positive Support System”*** means members of the Child's Family and/or other positive adult role models identified by the Child and/or Family to be a support for the Child.

***“Program Director”*** means the Contractor's individual dedicated to the administration of this Contract, including problem solving, resolving staff issues, and all other Agency required and requested concerns. The Program Director shall be the point of contact for the Agency as related to items pertaining to contracted duties and daily operations.

***“Quality Assurance”*** means the procedures established and activities undertaken by the Contractor to ensure services are delivered in accordance with requirements established by the Agency and to improve the quality of services to achieve safety, Permanency, and well-being.

***“Qualified Residential Treatment Program” or “QRTP”*** means a program within a Foster Group Care Services State-licensed and Accredited Out-of-Home care facility that provides continuous, 24-hour care and supportive services to Children in a residential, nonfamily home setting that: has a trauma-informed treatment model that is designed to address the clinical and other needs of Children with serious emotional or behavioral disorders or disturbances; is able to implement the specific treatment recommended in an assessment completed by a qualified individual; has registered or licensed nursing staff and other licensed clinical staff who are: (a) on site according to the treatment model and during prime programming hours; and (b) available 24 hours a day, 7 days a week; appropriately facilitates outreach to family members, integrates the family members into the treatment of the Children and documents how this is accomplished, and documents and maintains contact information for any known biological family and kin caregiver, including documenting how sibling connections are maintained; is able to provide discharge planning that provides family-based aftercare support for at least 6 months following discharge.

***“Reasonable and Prudent Parent Standard”*** means the standard characterized by careful and sensible parental decisions that maintain the health, safety, and best interests of a Child while at the same time encourage the emotional and developmental growth of the Child, that a caregiver shall use when determining whether to allow a Child in Foster Care under the responsibility of the state to participate in extracurricular, enrichment, cultural, and social activities. For the purposes of this definition and this Contract, “caregiver” means a designated official at an Emergency Juvenile Shelter Contractor in which a Child in Foster Care has been placed.

***“Recidivism”*** means a relapse into criminal behavior.

***“Recruitment, Retention, Training, and Support of Resource Families” (RRTS)*** means the Contractor responsible for activities related to recruiting new resource families, retaining current resource families, the

licensing of foster homes and approval of adoptive families, matching Children in need of Placement with the appropriate resource family, providing training and support services to resource families, and providing post-adoption services to adoptive families who are eligible for adoption subsidy.

**“Referring Worker” or “Referral Worker”** means either the Agency social work case manager or the JCS case manager (Juvenile court officer) assigned to provide Case Management services to the Child.

**“Reintegration”** means the process in which a Child exits or discharges from a Placement to home or another community or home-like setting.

**“Reintegration Planning”** means a component of the Child’s Service Plan developed by the Contractor together with the Child, the Child’s Referral Worker, and the Child’s Family after admission to initiate thinking about exit and discharge to assure a successful move home or to the next living arrangement and to assure the continuity of Clinical and support services. Reintegration Planning begins no later than the Child’s Service Planning Conference.

**“Removal”** means the Placement of a Child from the setting in which they were living by order of the Court or Voluntary Placement Agreement.

**“Safety Plan”** means a specific and concrete strategy and written plan developed by the Agency with the Family for controlling Threats of Maltreatment or supplementing Protective Capacities to keep the Child safe. The Safety Plan identifies who will participate to assure safety of the Child, who will monitor the Safety Plan, and duration of the Safety Plan. The Safety Plan will also address how behaviors, conditions, and circumstances associated with the signs of present or Impending Danger will be controlled.

**“Self-Sufficiency”** means sustaining a safe and stable living environment and having resources to support that living environment. Indicators of Self-Sufficiency may include, but are not limited to: demonstration of attainability and sustainability of active education and/or employment plans; knowledge and access to personal and community resources, including self-care; adequate and appropriate physical and mental health care; and demonstration of basic life skills.

**“Service Area”** means one of the groups selected from Iowa’s 99 counties with boundaries defined by the Agency. (See Attachment 1.)

**“Service Area Manager” (SAM)** means the Agency official responsible for managing the Agency’s programs, operations, and Child welfare budget within one of the service areas. (See Attachment 1.)

**“Service Contract Specialist”** means the Agency worker assigned to provide review and oversight for the Agency Contract.

**“Service Plan”** means the plan developed by the Contractor in consultation with the Child and the Child’s Family (unless a reason for noninvolvement is documented in the case record), the Referral Worker, and significant others, whenever appropriate. This is the “care plan” required in Emergency Juvenile Shelter. The Service Plan shall be based on individual Child assessment as required by licensure and include the following: (1) Identification of specific needs; a description of all planned services and goals and objectives with projected dates of accomplishment intended to meet the specific needs of the Child; (2) Action steps to be taken by the Child, the Child’s support system, and staff and the frequency of actions or services; where services will occur; and, the Caseworker who will be responsible for the Service Plan. The Service Plan shall include the Child-specific Crisis Intervention and Stabilization and Reintegration Plans and be coordinated with other service plans (e.g., Family Interaction, Behavioral Health Intervention Services or other mental or behavioral health services) and assure continuity of the Child’s day to day life activities while in care, such as, but not limited to, school, Family

relationships, health care, mental health and behavioral needs, etc.

**“Service Planning Conference”** means a meeting conducted by the Contractor with the Referral Worker, the Child and the Child’s Family, and other key individuals after admission as a means of developing the core components of the Service Plan including, but not limited to, Family and community connections, physical and mental health, education, and Reintegration Planning.

**“Service Plan for Shelter Alternatives and Diversion Services”** means the plan developed by the Contractor in consultation with the Child and the Child’s Family (unless a reason for noninvolvement is documented in the case record), the Referral Worker, and significant others, whenever appropriate that describes the results of the CWES Screening Tool and outlines the plan for diversionary activities to prevent a placement into shelter care and summarizes all work at case closure.

**“Supervised Apartment Living Foster Care” (SAL)** means a type of Foster Care Placement in Iowa. The living arrangement must provide a Child with an environment in which the Child can experience living in the community with less supervision than that provided by a foster family or Foster Group Care setting, with services and supports aimed at preparing the Child for Self-Sufficiency. Children in the SAL program are expected to attend school, shop for their food, prepare their own meals, do their own laundry and cleaning, and engage within the community. SAL Foster Care is the least restrictive type of Foster Care Placement in Iowa in which Children are either 1) placed in their own scattered-site setting (e.g., apartment unit) with access to Contractor staff 24 hours a day, seven days a week or 2) are placed in a cluster setting (up to six Children placed in the same building such as apartments located in one building or private housing) in which Contractor staff is on-site (present and available to the Children) in the living arrangement at any time when more than one Child is present in this type of setting.

**“Target Population”** means for CWES services under this Contract, Children up to the age of 18 years under the supervision of the Agency or Juvenile Court Services who need temporary care and who can be lawfully placed in Emergency Juvenile Shelter Care pursuant to conditions described in Iowa Code section 232.21. The Target Population also includes Law Enforcement referrals. These are Children who these entities would otherwise refer for shelter care Placement if appropriate alternative services were not available and Children who may require shelter Placement.

**“Treatment Outcome Package” or “TOP”** means the behavioral assessment tool adopted by the Agency and JCS. TOP is designed to assist in understanding and improving our Youth’s outcomes by measuring their social and emotional well-being over time, ensuring that Youth receive the right interventions, services, and placements to meet their needs. The TOP assessment complements the information that the Agency, JCS, and providers collect, enhancing both understanding and collaborative decision making on cases.

**“Transition”** means the period in care during which Children are guided to develop life skills needed to move to successful young-adulthood and Self-Sufficiency.

**“Transition Planning”** means the services, supports, activities and referrals to programs that assist Children currently or formerly in Foster Care in acquiring skills and abilities necessary to Transition to adulthood successfully. Key Transition Planning domains are education, employment, health, housing, and relationships.

**“Trauma-Informed Care”** means the incorporation of an understanding of trauma and traumatic experiences and the effect they can have on Children in Foster Care into the care and services provided to a Child. These experiences may include, but not be limited to: betrayal of a trusted person or institution and a loss of safety; experiences of violence; physical, sexual and institutional abuse, neglect, intergenerational trauma; and, disasters that induce powerlessness, fear, recurrent hopelessness, and a constant state of alert. Trauma-informed is an approach to help engage people with histories of trauma that recognizes the presence of trauma symptoms and

acknowledges the role that trauma has played in their lives.

**“Uniform Combined Cost Report”** means a report that allows the Agency to determine allowable costs for each service across various Agency programs.

**“Voluntary Placement”** and related **“Voluntary Placement Agreement”** or **“(VPA)”** means a Foster Care Placement in which the Agency provides Foster Care services to a Child according to a signed Placement agreement between the Agency and the child's parent or guardian. The Agency has authority to select the Foster Care Placement and has responsibility for care and supervision.

**“Youth Transition Decision-Making (YTDM) Meeting”** means a Youth-centered practice model and teaming approach that follows standards similar to that of Family Team Decision-Making (FTDM) Meetings and is offered to Youth 16 years of age and older. This model has two key components: Engagement/Stabilization and the Dream Path process to promote Self-Sufficiency and to empower Youth to take control of their lives and dreams. Supportive adults and peers create a team to help the Youth make connections to resources, education, employment, health care, housing, and supportive personal and community relationships.

**“24/7”** means the provision of services to the Target Population twenty-four (24) hours per day and seven (7) days per week.

### ***1.3 Scope of Work.***

#### **1.3.1 Deliverables.**

The Contractor shall provide the following:

The Scope of Work for this RFP is set forth in Attachment 4, Sample Contract, which details:

- Section 1. SPECIAL TERMS
- Section 2. GENERAL TERMS FOR SERVICES CONTRACTS
- Section 3. CONTINGENT TERMS FOR SERVICE CONTRACTS

## **Section 2 Basic Information About the RFP Process**

### ***2.1 Issuing Officer.***

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Bidder. The Issuing Officer for this RFP is:

Melanie Mathes  
1305 E Walnut St.  
Hoover State Office Building, Floor 5  
Des Moines, IA 50319  
Phone: (515) 281-6461  
mmathes@dhs.state.ia.us

### ***2.2 Restriction on Bidder Communication.***

From the issue date of this RFP until announcement of the successful Bidder, the Issuing Officer is the point of contact regarding the RFP. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Contractor and the Agency.

The Issuing Officer will respond only to questions regarding the procurement process. Questions pertaining to the interpretation of this RFP may be submitted in accordance with the Questions, Requests for Clarification, and Suggested Changes section of this RFP.

### ***2.3 Downloading the RFP from the Internet.***

The RFP and any related documents such as amendments or attachments (collectively the “RFP”), and responses to questions will be posted at the State of Iowa’s website for bid opportunities: <http://bidopportunities.iowa.gov/>. Check this website periodically for any amendments to this RFP. The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). Bidders should ensure that any downloaded documents are in fact the most up to date and are unchanged from the official version.

### ***2.4 Online Resources.***

There are no additional Online Resources related to this RFP.

### ***2.5 Intent to Bid.***

The Agency requests that Bidders provide their intent to bid by email to the Issuing Officer by the date and time in the Procurement Timetable. The Bidder may wish to request confirmation of receipt of the email from the Issuing Officer to ensure delivery. Do not submit letters of intent by mail, shipping service, or hand delivery. The intent to bid should include the Bidder's name, contact person, mailing address, email address, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

### ***2.6 Reserved. (Bidders’ Conference)***

### ***2.7 Questions, Requests for Clarification, and Suggested Changes.***

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter “Questions”) by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, Bidders shall address any perceived ambiguity regarding this RFP through the question and answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s)

must be referenced. Bidders shall submit questions to the Issuing Officer by email. The Bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery. Do not submit questions by mail, shipping service, or hand delivery.

Written responses to questions will be posted at <http://bidopportunities.iowa.gov/> by the date provided in the Procurement Timetable.

The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. In addition, the Agency's written responses to Questions will not be considered part of the RFP. If the Agency decides to change the RFP, the Agency will issue an amendment.

### ***2.8 Submission of Bid Proposal.***

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal by the time and date specified in the Procurement Timetable at the address provided in the RFP for the Issuing Officer. The Agency will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bid Proposals may not be hand-delivered to the Issuing Officer. Rather, Bid Proposals are to be mailed through the postal service or shipping service.

### ***2.9 Amendment to the RFP and Bid Proposal.***

Each Bidder is responsible for ensuring that the Issuing Officer receives the Bid Proposal and any permitted amendments by the established deadlines at the address provided in the RFP for the Issuing Officer. Amendments must be received utilizing the same delivery method as set forth in the RFP for the submission of the original Bid Proposal.

Bidders may amend a previously submitted Bid Proposal at any time before the bid submission date and time. Any such amendment must be in writing and signed by the Bidder. The Bidder shall provide the same number of copies of the amended Bid Proposal as is required for the original Bid Proposal, for both hardcopy and electronic copies, in accordance with the Bid Proposal Formatting Section.

The Agency reserves the right to amend or provide clarifications to the RFP at any time. RFP amendments will be posted to the State's website at <http://bidopportunities.iowa.gov/>. If an RFP amendment occurs after the closing date for receipt of Bid Proposals, the Agency may, in its sole discretion, allow Bidders to amend their Bid Proposals.

### ***2.10 Withdrawal of Bid Proposal.***

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw signed by the Bidder, scanned, then emailed to the Issuing Officer. The Bidder should request confirmation of receipt of the email from the Issuing Officer to ensure delivery.

### ***2.11 Costs of Preparing the Bid Proposal.***

The costs of preparation and delivery of the Bid Proposal are solely the responsibility of the Bidder.

### ***2.12 Rejection of Bid Proposals.***

The Agency reserves the right to reject any or all Bid Proposals, in whole and in part, and to cancel this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award or enter into a contract.



### **2.13 Review of Bid Proposals.**

Only Bidders that meet the mandatory requirements and are not subject to disqualification will be considered for award of a contract.

#### **2.13.1 Mandatory Requirements.**

Bidders must meet these mandatory requirements or will be disqualified and not considered for award of a contract:

- The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
- The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment).
- The Bidder is eligible to submit a bid in accordance with the Bidder Eligibility Requirements of this RFP (See RFP Bidder Eligibility Requirements Section).
- The Bidder's Cost Proposal adheres to any pricing restrictions regarding the project budget or administrative costs (See RFP Section 3.3).

#### **2.13.2 Reasons Proposals May be Disqualified.**

Bidders are expected to follow the specifications set forth in this RFP. However, it is not the Agency's intent to disqualify Bid Proposals that suffer from correctible flaws. At the same time, it is important to maintain fairness to all Bidders in the procurement process. Therefore, the Agency reserves the discretion to permit cure of variances, waive variances, or disqualify Bid Proposals for reasons that include, but may not be limited to, the following:

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
- Bidder fails, in the Agency's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.3);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.
- Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code §12J. This list is maintained by the Iowa Public Employees' Retirement System. The list is currently found here: <https://ipers.org/investments/restrictions>.

The determination of whether or not to disqualify a proposal and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Bid Proposals, is at the sole discretion of the Agency. No Bidder shall obtain any right by virtue of the Agency's election to not exercise that discretion. In the event the Agency waives or permits cure of variances, such waiver or cure will not modify the RFP specifications or excuse the Bidder from full compliance with RFP specifications or other contract requirements if the Bidder enters into a contract.

**2.14 Bid Proposal Clarification Process.**

The Agency may request clarifications from Bidders for the purpose of resolving ambiguities or questioning information presented in the Bid Proposals. Clarifications may occur throughout the Bid Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Agency within the time stipulated at the occasion of the request.

**2.15 Verification of Bid Proposal Contents.**

The contents of a Bid Proposal submitted by a Bidder are subject to verification.

**2.16 Reference Checks.**

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid Proposal, to verify information contained in the Bid Proposal, to discuss the Bidder's qualifications, and/or to discuss the qualifications of any subcontractor identified in the Bid Proposal.

**2.17 Information from Other Sources.**

The Agency reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, and the Bidder's authority and ability to conduct business in the State of Iowa. Such other sources may include subject matter experts.

**2.18 Criminal History and Background Investigation.**

The Agency reserves the right to conduct criminal history checks and background investigations (hereafter, "Investigations") of the Bidder and the Bidder's officers, directors, shareholders, partners, and managerial and supervisory personnel involved in the performance of the Contract. The Agency's right to perform such Investigations also extends to the Bidder's staff, agents, or subcontractors who may have direct contact with the Agency's clients or those that may provide services for the Agency's clients. By submitting its Proposal, the Bidder hereby explicitly authorizes the Agency to conduct such Investigations. These Investigations may include, but may not be limited to: Child Abuse Registry, Dependent Adult Abuse Registry, Sexual Offender Registry Checks, and DCI/FBI Criminal History Record checks for specific categories of persons who may have direct contact with the Agency's clients or may provide services for the Agency's clients. Upon the Agency's request, the Bidder shall fully cooperate with the Agency in obtaining authorizations on Agency forms and any required waivers or releases in a timely manner. The Agency may determine, in its sole discretion, to either not award or not enter into a contract with a bidder, or to terminate a subsequent contract, based on the results of these Investigations.

**2.19 Disposition of Bid Proposals.**

Opened Bid Proposals become the property of the Agency and will not be returned to the Bidder. Upon issuance of the Notice of Intent to Award, the contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

**2.20 Public Records and Request for Confidential Treatment.**

Original information submitted by a Bidder may be treated as public information by the Agency following the conclusion of the selection process unless the Bidder properly requests that information be treated as confidential at the time of submitting the Bid Proposal. See the Bid Proposal Formatting Section for the proper method for making such requests. The Agency's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid Proposal. The Agency will copy public records as required to comply with public records laws.

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other applicable law by a court of competent jurisdiction. However, the Bidder shall certify by signing and returning RFP Attachment B its

understanding that any Agency references to Bid Proposal information marked confidential made during the evaluation process may become part of the public domain

In the event the Agency receives a request for information marked confidential, written notice shall be given to the Bidder seventy-two (72) hours prior to the release of the information to allow the Bidder to seek injunctive relief pursuant to Iowa Code § 22.5 or 22.8.

The Bidder's failure to request confidential treatment of material pursuant to this section and the relevant law will be deemed, by the Agency and State personnel, as a waiver of any right to confidentiality that the Bidder may have had.

**2.21 Copyrights.**

By submitting a Bid Proposal, the Bidder agrees that the Agency may copy the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. By submitting a Bid Proposal, the Bidder acknowledges that additional copies may be produced and distributed and represents and warrants that such copying does not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

**2.22 Release of Claims.**

By submitting a Bid Proposal, the Bidder agrees that it shall not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information as intended by this RFP.

**2.23 Reserved. (Presentations)**

**2.24 Notice of Intent to Award.**

Notice of Intent to Award will be sent to all Bidders that submitted a Bid Proposal by the due date and time. The Notice of Intent to Award does not constitute the formation of a contract between the Agency and the apparent successful Bidder.

**2.25 Acceptance Period.**

The Agency shall make a good faith effort to negotiate and execute the contract. If the apparent successful Bidder fails to negotiate and execute a contract, the Agency may, in its sole discretion, revoke the Notice of Intent to Award and negotiate a contract with another Bidder or withdraw the RFP. The Agency further reserves the right to cancel the Notice of Intent to Award at any time prior to the execution of a written contract.

**2.26 Review of Notice of Disqualification or Notice of Intent to Award Decision.**

Bidders may request reconsideration of either a notice of disqualification or notice of intent to award decision by submitting a written request to the Agency:

Bureau Chief  
c/o Bureau of Service Contract Support  
Department of Human Services  
Hoover State Office Building, 1<sup>st</sup> Floor  
1305 E. Walnut Street  
Des Moines, Iowa 50319-0114  
email: [reconsiderationrequest@dhs.state.ia.us](mailto:reconsiderationrequest@dhs.state.ia.us)

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification. The written request may be emailed or delivered by postal service or other shipping service. Do not deliver any requests for reconsideration to the office in person. It is the Bidder's responsibility to ensure that

the request for reconsideration is received prior to the deadline. Postmarking or submission to a shipping service by the due date shall not substitute for actual receipt of a request for reconsideration by the Agency.

The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Bid Proposal, a separate written request shall be submitted for each. At the Agency's discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

***2.27 Definition of Contract.***

The full execution of a written contract shall constitute the making of a contract for services and no Bidder shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the apparent successful Bidder and the Agency.

***2.28 Choice of Law and Forum.***

This RFP and the resulting contract are governed by the laws of the State of Iowa without giving effect to the conflicts of law provisions thereof. Changes in applicable laws and rules may affect the negotiation and contracting process and the resulting contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought and maintained in the appropriate Iowa forum.

***2.29 Restrictions on Gifts and Activities.***

Iowa Code chapter 68B restricts gifts that may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Bidders must determine the applicability of this Chapter to their activities and comply with the requirements. In addition, pursuant to Iowa Code § 722.1, it is a felony offense to bribe or attempt to bribe a public official.

***2.30 Exclusivity.***

Any contract resulting from this RFP shall not be an exclusive contract.

***2.31 No Minimum Guaranteed.***

The Agency anticipates that the selected Bidder will provide services as requested by the Agency. The Agency does not guarantee that any minimum compensation will be paid to the Bidder or any minimum usage of the Bidder's services.

***2.32 Use of Subcontractors.***

The Agency acknowledges that the selected Bidder may contract with third parties for the performance of any of the Contractor's obligations. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any contract that may result from this RFP.

***2.33 Bidder Continuing Disclosure Requirement.***

To the extent that Bidders are required to report incidents when responding to this RFP related to damages, penalties, disincentives, administrative or regulatory proceedings, founded child or dependent adult abuse, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Bid Proposal, and with respect to the successful Bidder after the execution of a contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) days from the date of conviction, regardless of appeal rights.

**Section 3 How to Submit A Bid Proposal: Format and Content Specifications**

These instructions provide the format and technical specifications of the Bid Proposal and are designed to facilitate the submission of a Bid Proposal that is easy to understand and evaluate.

**3.1 Bid Proposal Formatting.**

<b>Subject</b>	<b>Specifications</b>
<b>Paper Size</b>	8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper.
<b>Font</b>	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.
<b>Page Limit</b>	Pages included in Proposal Tab 3 and any attachments the Bidder creates in a "Tab 3 Attachments" section is limited to 200 pages. See Section 3.2 for further information about Tab 3 Attachments.
<b>Pagination</b>	All pages in Proposal Tabs 1-3 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 4 may be numbered independently of other sections.
<b>Bid Proposal General Composition</b>	<ul style="list-style-type: none"> <li>• Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal.</li> <li>• Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc.</li> <li>• Bid Proposals must be bound and use tabs to label sections.</li> </ul>
<b>Envelope Contents and Labeling</b>	<ul style="list-style-type: none"> <li>• Envelopes shall be addressed to the Issuing Officer.</li> <li>• The envelope containing the original Bid Proposal shall be labeled "original." The Technical and Cost Proposal must be packaged separately.</li> </ul>
<b>Number of Hard Copies</b>	Submit one (1) original hard copy of the Proposal (separate Technical and Cost proposals). The original hard copy must contain original signatures.
<b>USB Flash Drive</b>	<ul style="list-style-type: none"> <li>• The Technical Proposal and Cost Proposal must be provided on separate USB flash drives. Bidders shall submit two (2) flash drives, each with a copy identical to the content of the original hard copy of the Technical Proposal and one (1) flash drive of the Cost Proposal, with a copy identical to the content of the original hard copy of the Cost Proposal.</li> <li>• The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.</li> </ul>
<b>Request for Confidential Treatment</b>	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> <li>• The Bidder will complete the appropriate section of the Primary Bidder Detail Form &amp; Certification which requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public.</li> <li>• The Bidder shall submit one complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a "public copy" and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages</li> </ul>

Subject	Specifications
	<p>should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential.</p> <ul style="list-style-type: none"> <li>• The Cost Proposal will be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law.</li> <li>• The transmittal letter may not be marked confidential.</li> <li>• The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”.</li> <li>• The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.</li> </ul>
<b>Exceptions to RFP/Contract Language</b>	<p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail &amp; Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p>

**3.2 Contents and Organization of Technical Proposal.**

This section describes the information that must be in the Technical Proposal. Bid Proposals should be organized into sections **in the same order provided here**. Hard copies of Bid Proposals should use tabs to separate each section. If a Bidder chooses to provide information in attachments to respond to any section below, please create a new tabbed attachment section immediately behind the applicable section. For example, to add attachments related to information asked for in Section 3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables, the Bidder would create a new tab in the Technical Proposal that is called Tab 3 Attachments and place the attachment(s) there. The Bidder would follow suit by creating new tabbed sections for attachments created to respond to any other section below in their bid proposal.

**3.2.1 Information to Include Behind Tab 1:**

**Transmittal Letter.**

The transmittal letter serves as a cover letter for the Technical Proposal. It must consist of an executive summary that briefly reviews the strengths of the Bidder and key features of its proposed approach to meet the specifications of this RFP.

**3.2.2 Information to Include Behind Tab 2: Proposal Table of Contents.**

The Bid Proposal must contain a table of contents.

**3.2.3 Information to Include Behind Tab 3: Bidder’s Approach to Meeting Deliverables.**

The bidder shall address each Deliverable that the successful contractor will perform as listed in Attachment 4 Section 1.3 (Scope of Work) by first restating the Deliverable from the RFP and then detailing the bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses

should provide sufficient detail so that the Agency can understand and evaluate the bidder's approach and should not merely repeat the Deliverable.

Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, examples, processes, and procedures. Bidders do not need to address any responsibilities that are specifically designated as Agency responsibilities.

Note:

- Responses to Deliverables shall be in the same sequence as presented in the RFP and Attachment 4, Section 1.3 (Scope of Work).
- Bid Proposals shall identify any deviations from the specifications the bidder cannot satisfy.
- Bid Proposals shall not contain promotional or display materials unless specifically required.
- If a bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

### **3.2.4 Information to Include Behind Tab 4: RFP Forms.**

The forms listed below are attachments to this RFP. Fully complete and return these forms behind Tab 4:

- Release of Information Form
- Primary Bidder Detail & Certification Form
- Subcontractor Disclosure Form (one for each proposed subcontractor)
- Certification and Disclosure Regarding Lobbying

### **3.3 Cost Proposal.**

#### **Pricing Restrictions.**

The daily fixed fee per Guaranteed payment bed and the daily fixed fee for Diversion services per Guaranteed payment bed are pre-set as set forth in Attachment 5.

#### **Content and Format.**

The Bidder shall provide the following information in the Cost Proposal:

The Cost Proposal shall be submitted using the pricing worksheet set forth in Attachment 5 of this RFP.

#### **Service Delivery Costs**

In the Cost Proposal, Bidders must also present and describe cost details with accompanying narrative that adequately supports their Proposal and can reasonably be expected to lead to achievement of the desired outcomes for Children and Families sought in this Proposal.

At a minimum, the costs must detail the following cost categories:

1. Staffing (both direct service and supervisory);
2. Services Costs (these must be separated into as many sub-categories as needed for clarity of the services and associated unit and overall costs);
3. Subcontractor Costs (identified by name of subcontractor entity);
4. Administrative Costs (detail by category); and
5. Other

<b>Section 4 Evaluation Of Bid Proposals</b>
--

**4.1 Introduction.**

This section describes the evaluation process that will be used to determine which Bid Proposal provides the greatest benefit to the Agency. When making this determination, the Agency will not necessarily award a contract to the Bidder offering the lowest cost to the Agency or to the Bidder with the highest point total. Rather, a contract will be awarded to the Bidder that offers the greatest benefit to the Agency.

**4.2 Evaluation Committee.**

The Agency intends to conduct a comprehensive, fair, and impartial evaluation of Bid Proposals received in response to this RFP. In making this determination, the Agency will be represented by an evaluation committee.

**4.3 Proposal Scoring and Evaluation Criteria.**

The evaluation committee will use the method described in this section to assist with initially determining the relative merits of each Bid Proposal.

**Scoring Guide.**

Points will be assigned to each evaluation component as follows, unless otherwise designated:

4	Bidder has agreed to comply with the requirements and provided a clear and compelling description of how each requirement would be met, with relevant supporting materials. Bidder’s proposed approach frequently goes above and beyond the minimum requirements and indicates superior ability to serve the needs of the Agency.
3	Bidder has agreed to comply with the requirements and provided a good and complete description of how the requirements would be met. Response clearly demonstrates a high degree of ability to serve the needs of the Agency.
2	Bidder has agreed to comply with the requirements and provided an adequate description of how the requirements would be met. Response indicates adequate ability to serve the needs of the Agency.
1	Bidder has agreed to comply with the requirements and provided some details on how the requirements would be met. Response does not clearly indicate if all the needs of the Agency will be met.
0	Bidder has not addressed any of the requirements or has provided a response that is limited in scope, vague, or incomplete. Response did not provide a description of how the Agency’s needs would be met.

**Technical Proposal Components.**

When Bid Proposals are evaluated, the total points for each component are comprised of the component’s assigned weight multiplied by the score the Bid Proposal earns. Points for all components will be added together. The evaluation components, including maximum points that may be awarded, are as follows:



<b>Technical Proposal Components</b>	<b>Weight</b>	<b>Score (0-4)</b>	<b>Potential Maximum Points</b>
<b>Service Area Coverage (Attachment 4, Section 1.3.2)</b>	<b>5</b>		<b>20</b>
<b>Collaboration and Consultation (Attachment 4, Section 1.3.3)</b>	<b>5</b>		<b>20</b>
<b>Program Administration (Attachment 4, Section 1.3.4.2)</b>	<b>100</b>		<b>400</b>
<b>One Caseworker Model (Attachment 4, Section 1.3.4.3)</b>	<b>10</b>		<b>40</b>
<b>Individual Child Development and Life Skills (Attachment 4, Section 1.3.4.4)</b>	<b>10</b>		<b>40</b>
<b>Family and Community Connections (Attachment 4, Section 1.3.4.5)</b>	<b>25</b>		<b>100</b>
<b>Crisis Intervention and Stabilization (Attachment 4, Section 1.3.4.6)</b>	<b>25</b>		<b>100</b>
<b>Reintegration Planning (Attachment 4, Section 1.3.4.7)</b>	<b>25</b>		<b>100</b>
<b>Education (Attachment 4, Section 1.3.4.8)</b>	<b>20</b>		<b>80</b>
<b>Physical Health (Attachment 4, Section 1.3.4.9)</b>	<b>20</b>		<b>80</b>
<b>Mental/Behavioral Health and Clinical Supports (Attachment 4, Section 1.3.4.10)</b>	<b>20</b>		<b>80</b>
<b>Training (Attachment 4, Section 1.3.4.11)</b>	<b>10</b>		<b>40</b>
<b>Contractor Reports and Data (Attachment 4, Section 1.3.4.12)</b>	<b>10</b>		<b>40</b>
<b>Financial Management (Attachment 4, Section 1.3.4.13)</b>	<b>10</b>		<b>40</b>
<b>Staffing (Attachment 4, Section 1.3.4.14)</b>	<b>10</b>		<b>40</b>
<b>Joint Quality Improvement Activities (Attachment 4, Section 1.3.6.1)</b>	<b>5</b>		<b>20</b>
<b>Implementation Activities (Attachment 4, Section 1.3.6.3)</b>	<b>5</b>		<b>20</b>
<b>Performance Improvement Plan (Attachment 4, Section 1.3.6.4)</b>	<b>5</b>		<b>20</b>
			<b>1280</b>

**Scoring of Cost Proposal Pricing.**

Rates are set for services of this RFP. Cost Proposals will not be scored.

**Total Points Possible for Technical and Cost Proposals: 1280**

***4.4 Recommendation of the Evaluation Committee.***

The evaluation committee shall present a final ranking and recommendation(s) to the Division Administrator for consideration. In making this recommendation, the committee is not bound by any scores or scoring system used to assist with initially determining the relative merits of each Bid Proposal. This recommendation may include, but is not limited to, the name of one or more Bidders recommended for selection or a recommendation that no Bidder be selected. The Division Administrator shall consider the committee's recommendation when making the final decision, but is not bound by the recommendation.

**Attachment A: Release of Information**  
*(Return this completed form behind Tab 4 of the Bid Proposal.)*

\_\_\_\_\_ (name of Bidder) hereby authorizes any person or entity, public or private, having any information concerning the Bidder's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the Agency.

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk. The Bidder agrees to release all persons, entities, the Agency, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

\_\_\_\_\_  
Printed Name of Bidder Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Attachment B: Primary Bidder Detail & Certification Form**

*(Return this completed form behind Tab 4 of the Proposal. If a section does not apply, label it “not applicable”.)*

<b>Primary Contact Information (individual who can address issues re: this Bid Proposal)</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	
<b>Primary Bidder Detail</b>	
<b>Business Legal Name (“Bidder”):</b>	
<b>“Doing Business As” names, assumed names, or other operating names:</b>	
<b>Parent Corporation Name and Address of Headquarters, if any:</b>	
<b>Form of Business Entity (i.e., corp., partnership, LLC, etc.):</b>	
<b>State of Incorporation/organization:</b>	
<b>Primary Address:</b>	
<b>Tel:</b>	
<b>Local Address (if any):</b>	
<b>Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:</b>	
<b>Number of Employees:</b>	
<b>Number of Years in Business:</b>	
<b>Primary Focus of Business:</b>	
<b>Federal Tax ID:</b>	
<b>DUNS #:</b>	
<b>Bidder’s Accounting Firm:</b>	
<b>If Bidder is currently registered to do business in Iowa, provide the Date of Registration:</b>	
<b>Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}</b>	
	(YES/NO)

<b>Request for Confidential Treatment (See Section 3.1)</b>		
<b>Check Appropriate Box:</b> <input type="checkbox"/> <b>Bidder Does Not Request Confidential Treatment of Bid Proposal</b> <input type="checkbox"/> <b>Bidder Requests Confidential Treatment of Bid Proposal</b>		
Location in Bid Proposal (Tab/Page)	Specific Grounds in Iowa Code Chapter 22 or Other Applicable Law Which Supports Treatment of the Information as Confidential	Justification of Why Information Should Be Kept in Confidence and Explanation of Why Disclosure Would Not Be in The Best Interest of the Public

<b>Exceptions to RFP/Contract Language (See Section 3.1)</b>			
RFP Section and Page	Language to Which Bidder Takes Exception	Explanation and Proposed Replacement Language:	Cost Savings to the Agency if the Proposed Replacement Language is Accepted

**PRIMARY BIDDER CERTIFICATIONS**

**1. BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:**

- 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
- 1.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
- 1.3 Bidder has received any amendments to this RFP issued by the Agency;
- 1.4 No cost or pricing information has been included in the Bidder's Technical Proposal;
- 1.5 If Bidder requests confidential treatment of any information submitted in its Proposal, the Bidder expressly acknowledges and agrees that the Agency's evaluation document(s) may reference information of which the Bidder requested confidential treatment in the Bid Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency's issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Bidder requested confidential treatment in the Bid Proposal; and,
- 1.6 The person signing this Bid Proposal certifies that he/she is the person in the Bidder's organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

**2. SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:**

- 2.1 Bidder certifies that the Bidder’s organization has sufficient personnel and resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
- 2.2 Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
- 2.3 Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP;
- 2.4 Bidder certifies it is either: 1) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or 2) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the Bid Proposal void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>; and,
- 2.5 Bidder certifies it will comply with Davis-Bacon requirements if applicable to the resulting contract.

**3. EXECUTION.**

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the Agency’s Request for Proposals (RFP) and offered in the Bidder’s Proposal. I understand that by submitting this Bid Proposal, the Bidder agrees to provide services described herein which meet or exceed the specifications of the Agency’s RFP unless noted in the Bid Proposal and at the prices quoted by the Bidder. The Bidder has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications. I certify that the contents of the Bid Proposal are true and accurate and that the Bidder has not made any knowingly false statements in the Bid Proposal.

<b>Signature:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

**Attachment C: Subcontractor Disclosure Form**

*(Return this completed form behind Tab 4 of the Bid Proposal. Fully complete a form for **each** proposed subcontractor. If a section does not apply, label it “not applicable.” If the Bidder does not intend to use subcontractor(s), this form does not need to be returned.)*

<b>Primary Bidder (“Primary Bidder”):</b>	
<b>Subcontractor Contact Information (individual who can address issues re: this RFP)</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	

<b>Subcontractor Detail</b>	
<b>Subcontractor Legal Name (“Subcontractor”):</b>	
<b>“Doing Business As” names, assumed names, or other operating names:</b>	
<b>Form of Business Entity (i.e., corp., partnership, LLC, etc.)</b>	
<b>State of Incorporation/organization:</b>	
<b>Primary Address:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>Local Address (if any):</b>	
<b>Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:</b>	
<b>Number of Employees:</b>	
<b>Number of Years in Business:</b>	
<b>Primary Focus of Business:</b>	
<b>Federal Tax ID:</b>	
<b>Subcontractor’s Accounting Firm:</b>	
<b>If Subcontractor is currently registered to do business in Iowa, provide the Date of Registration:</b>	
<b>Percentage of Total Work to be performed by this Subcontractor pursuant to this RFP/Contract.</b>	
<b>General Scope of Work to be performed by this Subcontractor</b>	
<b>Detail the Subcontractor’s qualifications for performing this scope of work</b>	

By signing below, Subcontractor agrees to the following:

1. Subcontractor has reviewed the RFP, and Subcontractor agrees to perform the work indicated in this Bid Proposal if the Primary Bidder is selected as the winning Bidder in this procurement;
2. Subcontractor has reviewed the Additional Certifications and by signing below confirms that the Certifications are true and accurate and Subcontractor will comply with all such Certifications;
3. Subcontractor recognizes and agrees that if the Primary Bidder enters into a contract with the Agency as a result of this RFP, all restrictions, obligations, and responsibilities of the contractor under the contract shall also apply to the subcontractor;
4. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this contract, if required to do so by Iowa law; and,
5. Subcontractor certifies that it will comply with Davis-Bacon requirements if applicable to the resulting contract.

The person signing this Subcontractor Disclosure Form certifies that he/she is the person in the Subcontractor's organization responsible for or authorized to make decisions regarding the prices quoted and the Subcontractor has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications.

I hereby certify that the contents of the Subcontractor Disclosure Form are true and accurate and that the Subcontractor has not made any knowingly false statements in the Form.

<b>Signature for Subcontractor:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	



**Attachment D: Additional Certifications**  
*(Do not return this page with the Bid Proposal.)*

**1. CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST**

By submission of a Bid Proposal, the Bidder certifies (and in the case of a joint proposal, each party thereto certifies) that:

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Agency who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee;
2. The Bid Proposal has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition;
3. Unless otherwise required by law, the information in the Bid Proposal has not been knowingly disclosed by the Bidder and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other Bidder;
4. No attempt has been made or will be made by the Bidder to induce any other Bidder to submit or not to submit a Bid Proposal for the purpose of restricting competition;
5. No relationship exists or will exist during the contract period between the Bidder and the Agency that interferes with fair competition or is a conflict of interest.
6. The Bidder and any of the Bidder's proposed subcontractors have no other contractual relationships which would create an actual or perceived conflict of interest.

**2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this Bid Proposal, the Bidder is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### **3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

1. The Bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Proposal.

### **4. CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

By signing and submitting this Bid Proposal, the Bidder is providing the certification set out below:

The Bidder must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

The Bidder further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

### **5. CERTIFICATION REGARDING DRUG FREE WORKPLACE**

1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing and submitting this Bid Proposal the Bidder agrees to provide a drug-free workplace by:

- a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - b. establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the person's policy of maintaining a drug-free workplace;
    - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations;
  - c. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
  - d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:
    - (1) abide by the terms of the statement; and
    - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
  - e. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
  - f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
  - g. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
2. **Requirement for Individuals.** If the Bidder is an individual, by signing and submitting this Bid Proposal the Bidder agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
  3. **Notification Requirement.** The Bidder shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):
    - a. take appropriate personnel action against such employee up to and including termination; or
    - b. require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

## 6. NON-DISCRIMINATION

The Bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

**Attachment E: Certification and Disclosure Regarding Lobbying Attachment**  
(Return this executed form behind Tab 4 of the Bid Proposal.)

**Instructions:**

Title 45 of the Code of Federal Regulations, Part 93 requires the bidder to include a certification form, and a disclosure form, if required, as part of the bidder's proposal. Award of the federally funded contract from this RFP is a Covered Federal action.

- 1) The bidder shall file with the Agency this certification form, as set forth in Appendix A of 45 CFR Part 93, certifying the bidder, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 CFR § 93.100.
- 2) The bidder shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the bidder or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR § 93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the bidder and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

***Statement for Loan Guarantees and Loan Insurance***

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a pre-requisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 for each such failure.

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I certify that the contents of this certification are true and accurate and that the bidder has not made any knowingly false statements in the Bid Proposal. I am checking the appropriate box below regarding disclosures required in Title 45 of the Code of Federal Regulations, Part 93.

- The bidder is NOT including a disclosure form as referenced in this form's instructions because the bidder is NOT required by law to do so.
- The bidder IS filing a disclosure form with the Agency as referenced in this form's instructions because the bidder IS required by law to do so. If the bidder is filing a disclosure form, place the form immediately behind this in the Proposal.

<b>Signature:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

**Attachments Specific To This RFP**

1. Attachment 1: Service Area Map
2. Attachment 2: Guiding Principles for Iowa's future Child Welfare System
3. Attachment 3: Child Welfare Model of Practice
4. Attachment 4: ACFS 22-081 Sample Contract
5. Attachment 5: CWES Cost Proposal