

**TEXAS DEPARTMENT OF
FAMILY AND PROTECTIVE SERVICES**



**REQUEST FOR PROPOSALS (RFP)
FOR
FAMILY SUPPORT PROGRAM (FSP)
SERVICES**

***A COMMUNITY-BASED CHILD ABUSE
PREVENTION (CBCAP) PROGRAM***

RFP Release Date: April 10, 2009

Proposal Due Date: May 8, 2009

Revised: April 28, 2009

Contract Effective Date: July 1, 2009

Procurement Number: 530-09-0119

**TEXAS DEPARTMENT OF
FAMILY AND PROTECTIVE SERVICES**

**Family Support Program Services
(CBCAP)**

RFP Release Date: April 10, 2009

Intent to Respond

To enable DFPS to calculate the number of potential Respondents as accurately as possible, please return this form if your agency intends to submit a proposal. To increase the efficiency of the evaluation process, potential Respondents should also submit Form 4732, Request for Determination of Ability to Contract, with their Intent to Respond.

Name and Position

Agency Name

Street Address

City, State, and ZIP Code

Telephone Number

Fax Number

Email Address

Please return this form immediately by mail, fax or email to:

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Procurement Officer
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**Family Support Program Services
(CBCAP)
Request for Proposals (RFP)**

Timetable of Procurement Activities

- 4-10-09** Release of Request for Proposals (RFP)
- RFP will be posted on the Electronic State Business Daily at <http://esbd.cpa.state.tx.us/> on or about this date.
- 4-20-09** RFP Conference held for potential Respondents,
Location: Alamo Room
Texas Department of Family and Protective Services
2401 Ridgpoint
Austin, Texas
- Time: 1:30 PM to 4:00 PM.
- (Attendance by potential Respondents is invited but not mandatory.)
- 4-21-09** Deadline for Receipt of Written Questions 3:00 p.m. Central Time
- 4-27-09** Written questions and responses will be posted on the Electronic State Business Daily at <http://esbd.cpa.state.tx.us/> on or about this date.
- 5-8-09** Deadline for Receipt of Completed Proposals 3:00 p.m. Central Time
- 7-1-09** Contract effective date is anticipated to be on, or as soon as possible after, this date.
- 7-6-09** Notification of Contract Award will be posted on the Electronic State Business Daily at <http://esbd.cpa.state.tx.us/> on or about this date.

***** ANY AMENDMENT TO THIS PROCUREMENT WILL BE POSTED AS AN ADDENDUM ON THE ELECTRONIC STATE BUSINESS DAILY. IT IS THE RESPONSIBILITY OF THE RESPONDENT TO PERIODICALLY CHECK FOR UPDATES TO THE PROCUREMENT PRIOR TO SUBMITTING A PROPOSAL.**

SECTION I

INTRODUCTION

A. DFPS MISSION

The mission of The Texas Department of Family and Protective Services (“Department” or “DFPS”) is to protect children, the elderly, and people with disabilities from abuse, neglect, and exploitation by working with clients, families, and communities.

B. PROGRAM PURPOSE

In accordance with the requirements of Texas Family Code section 265.002, the Prevention and Early Intervention (PEI) Division of DFPS provides services for children in at-risk situations and for the families of those children. PEI consolidates prevention and early intervention services within the jurisdiction of a single agency in order to avoid fragmentation and duplication of services, and to increase the accountability for the delivery and administration of these services.

PEI has the following duties:

1. Plan, develop, and administer a comprehensive and unified delivery system of prevention and early intervention services to children and their families in at-risk situations;
2. Improve the responsiveness of services for at-risk children and their families by facilitating greater coordination and flexibility in the use of funds by state and local service providers;
3. Provide greater accountability for prevention and early intervention services in order to demonstrate the impact or public benefit of a program by adopting outcome measures; and
4. Assist local communities in the coordination and development of prevention and early intervention services in order to maximize federal, state, and local resources.

C. PURPOSE OF RFP

The purpose of this Request for Proposals (RFP) is to solicit proposals for the provision of Family Support Program (FSP) services. A FSP must provide services to parents and primary/secondary caregivers of children 0-5 years of age to prevent child abuse and neglect in the counties of Texas that have a higher than average rate of child abuse and neglect and, historically, have fewer services offered. Services offered by FSP must include home visiting, case management, crisis intervention services, outreach awareness and engagement,

and an evidence-based, parent education curriculum, as described in Section II.D. of this RFP.

D. NEED FOR REQUESTED SERVICE

The U.S. Department of Health and Human Services, Administration on Children, Youth, and Families (ACYF) through the Community-Based Child Abuse Prevention (CBCAP) program has developed several major initiatives to benefit children, adults and society. ACYF has encouraged DFPS to propose creative approaches to achieving the goals of one of these initiatives in the context of child abuse prevention. The initiative supported through this RFP is an initiative to determine ways to enhance and strengthen programs and services for families in Texas.

Research reveals that child maltreatment can have serious, lifelong consequences for the children who experience it, as well as having a deep impact on communities. The adverse effects of child maltreatment may result in an increased likelihood of:

- Crime
- School Failure
- Substance Abuse
- Mental Illness
- Impaired Brain Development
- Poor Physical Health, and
- Teen Pregnancy.¹

Moreover, long-term negative societal consequences of child maltreatment, such as increased risk of low academic achievement, illicit drug use, teen pregnancy, juvenile delinquency, and adult criminality, can result in increased long-term costs to Texas by expanding the need for mental health and substance abuse treatment programs, police and court interventions, correctional facilities, and public assistance programs, and by causing losses in productivity.¹ Given the extent of possible negative outcomes, it is apparent that the associated consequences of child abuse and neglect are exceptionally damaging both for the children that suffer and for the society that incurs the expense. If Texas prevented or even reduced the incidence of child maltreatment, this would result in better short and long-term outcomes for children and families.

¹ National Clearinghouse on Child Abuse and Neglect Information. *Prevention Pays. The Costs of Not Preventing Child Abuse and Neglect.* Retrieved November 1, 2006 from the Court Appointed Special Advocates (CASA) website: <http://www.casenet.org/library/abuse/pays.htm>;
Child Welfare Information Gateway. *Impact of Child Abuse and Neglect.* Retrieved November 1, 2006 from the Child Welfare Information Gateway website: <http://www.childwelfare.gov/can/impact/>;
2005 Report from the Washington Council for Prevention of Child Abuse and Neglect. *Got prevention? It's a question of value.* Retrieved December 1, 2006 from the Washington Council for Prevention of Child Abuse and Neglect website: http://www.wcpkan.wa.gov/Files/2005_report.pdf

With the welfare of children at stake, it is imperative that the efforts to prevent child abuse and neglect work. The developing field of child welfare research shows that certain prevention programs are effective, and that evidence-based, child abuse prevention practices involve strategies that are supported by scientific research as effective in improving outcomes for children and families. By relying on evidence-based service elements, a higher level of success can be anticipated. Therefore the FPS program will fund an evidence-based parent education curriculum, as well as home visiting, case management, crisis intervention services, and outreach awareness and engagement that support the prevention of child abuse and neglect.

This RFP will target all of the counties of Texas with a higher than average rate of child abuse and/or neglect. A *higher than average rate* is defined as counties whose five year average rate of confirmed cases of child abuse and neglect per thousand exceeds the 2007 Texas average of 11.2. In addition, given the unique challenges that families and children in rural areas face, special consideration will be given to those Respondents who propose to serve rural counties with high rates of abuse and/or neglect. For the purpose of this RFP, "rural counties" in Texas are defined as those counties identified by Texas' Office of Rural Community Affairs (ORCA) on page 20 of its 2004 report "The Status of Rural Texas."

E. DEFINITIONS

As used in this RFP the following terms will have the meanings indicated:

The following struck language is deleted effective April 28, 2009.

1. **Absolute Increase** – A documented increase in the aggregate average score for a subscale in the post-service Protective Factors Survey questionnaires relative to the ~~aggregate average~~ score for the same subscale in the pre-service Protective Factors Survey questionnaires.
2. **Abuse** – includes the following acts or omissions by a person:
 - (a) mental or emotional injury to a child that results in an observable and material impairment in the child's growth, development, or psychological functioning;
 - (b) causing or permitting the child to be in a situation in which the child sustains a mental or emotional injury that results in an observable and material impairment in the child's growth, development, or psychological functioning;
 - (c) physical injury that results in substantial harm to the child, or the genuine threat of substantial harm from physical injury to the child, including an injury that is at variance with the history or explanation given and excluding an accident or reasonable

- discipline by a parent, guardian, or managing or possessory conservator that does not expose the child to a substantial risk of harm;
- (d) failure to make a reasonable effort to prevent an action by another person that results in physical injury that results in substantial harm to the child;
 - (e) sexual conduct harmful to a child's mental, emotional, or physical welfare, including conduct that constitutes the offense of indecency with a child under Section 21.11, Penal Code, sexual assault under Section 22.011, Penal Code, or aggravated sexual assault under Section 22.021, Penal Code;
 - (f) failure to make a reasonable effort to prevent sexual conduct harmful to a child;
 - (g) compelling or encouraging the child to engage in sexual conduct as defined by Section 43.01, Penal Code;
 - (h) causing, permitting, encouraging, engaging in, or allowing the photographing, filming, or depicting of the child if the person knew or should have known that the resulting photograph, film, or depiction of the child is obscene as defined by Section 43.21, Penal Code, or pornographic;
 - (i) the current use by a person of a controlled substance as defined by Chapter 481, Health and Safety Code, in a manner or to the extent that the use results in physical, mental, or emotional injury to a child;
 - (j) causing, expressly permitting, or encouraging a child to use a controlled substance as defined by Chapter 481, Health and Safety Code; or
 - (k) causing, permitting, encouraging, engaging in, or allowing a sexual performance by a child as defined by Section 43.25, Penal Code.²

3. **Accurate Data Entry** – data in the PEIS database matches that on the paper program forms. For example: service data must represent actual services received by the respective participant, as reflected by sign in sheets or certified attendance rolls.
4. **Aggregate Average Score** – The average of all unduplicated scores obtained for a Protective Factors Survey subscale from all primary caregivers for the outcome performance period.
5. **Allegation** – a formal accusation against someone of abuse or neglect.

² Texas Family Code, Chapter 261, Subchapter A, Section 261.001 (A).

6. **Ancillary Services** - Ancillary services are those that are provided in conjunction with another program service, and that contribute to the effectiveness of that service.
7. **At-risk Family** – a family in whom risk factors have been identified that are associated with the condition to be prevented.

The following underlined language is added effective April 28, 2009.

8. **Average Score (for the Satisfaction Survey Questionnaire)** – For each completed Satisfaction Survey Questionnaire, add the scores for the first five items and divide by five.
9. **Case Management** – activities for the arrangement, coordination, and monitoring of services to meet the needs of children and their families.³

The following struck language is deleted effective April 28, 2009.

10. **Child Protective Services (CPS)** – the DFPS division that is responsible for ensuring the safety, permanency and well-being of Texas children. CPS conducts investigations of abuse and neglect, works with families to create a safe environment for children, and assumes conservatorship responsibilities of children when they must be removed from their home and placed with substitute families, relatives, or caregivers. ~~CPS is the primary source for referrals for the FPS program.~~
11. **Client** – a program participant, who is registered to receive and subsequently receives services under the contract resulting from this RFP.

The following underlined language is added effective April 28, 2009.

12. **Complete (the Family Support Program)** – The Contractor has determined that the primary caregiver has received all necessary services as defined by the developer of the evidence-based program and has indicated within the PEIS database that the individual completed the program.
13. **Completed Protective Factors Survey Questionnaire** – A primary caregiver responds to a minimum of 80% of the questions in parts I-IV of the questionnaire.
14. **Completed Satisfaction Survey Questionnaire** – A primary caregiver responds to a number from the 7-point Likert scale for each of the first five items on the Questionnaire.

³ U.S. Department of Health and Human Services, Administration on Children, Youth and Families. *Child Maltreatment 2005* (Washington, DC: U.S. Government Printing Office, 2007).

15. **Contractor** – a Respondent who is awarded a contract pursuant to this RFP.
16. **Eligible (To respond to the post-service Protective Factors Survey Questionnaire)** – A primary caregiver that has completed a Pre-Service Protective Factors Survey Questionnaire and;
 - Completed the prescribed Family Support Program; or
 - Participated in the Family Support Program for 12 months from the date the Pre-Service Protective Factors Survey Questionnaire was completed; or
 - Received Family Support Program services for the length of time required to achieve benefit as defined by the developer of the evidence-based parent education curriculum.
17. **Eligible (To respond to the Pre-Service Protective Factors Survey Questionnaire)** – A primary caregiver that is registered into the Family Support Program.
18. **Eligible (To respond to the Satisfaction Survey Questionnaire)** – A primary caregiver that has:
 - Completed the prescribed Family Support Program; or
 - Participated in the Family Support Program for 12 months; or
 - Exited the Family Support Program.
19. **Evidence Based Parent Education Curriculum** – a curriculum that has programmatic and research and evaluation characteristics that meet one of the four levels of classification defined by DFPS in Section II.D.
20. **Exited** – A primary caregiver stopped accepting services during the output performance period without completing the program.
21. **Family** – a household including one or more caregiver(s) or parent(s) who is currently caring for at least one child under the age of 6 years and meets the criteria stated in the Purpose of this RFP
22. **Family Support Services** – community-based services to promote the safety and well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable, and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development.

23. **Family Support Program Data** – includes participant registration, service tracking, satisfaction and client outcome data.
24. **Fidelity** – the extent to which a program is implemented as it was designed by the developers of the program. Fidelity refers not only to whether all of the intervention components and activities were actually implemented, but whether they were implemented according to the design.
25. **Home Visit** - a prevention service offered to families where a FSP contracted worker goes in to a participating family's home to provide child abuse prevention services, which may include, but is not limited to, an initial assessment of the family's needs.
26. **Intended Benefit** – a positive behavioral or cognitive change that is associated with the delivery of a prescribed set or number of parent education services delivered through the evidence-based curriculum(a).
27. **Investigation** – the gathering and assessment of objective information to determine if a child has been or is at risk of being maltreated. Generally includes face-to-face contact with the victim and results in a disposition as to whether or not the alleged report is substantiated.⁴
28. **Key Enter Program Data** – to enter program participant registration, outcome, satisfaction and service data into the Prevention and Early Intervention Services (PEIS) database.
29. **Likert Scale** – A linear set of responses often used in questionnaires.
30. **Logic Model** – a picture of how the Respondent's organization does its work – the theory and assumptions underlying the program. A program logic model links outcomes (both short- and long-term) with program activities/processes and the theoretical assumptions/principles of the program.
31. **Neglect** -
 - (a) the leaving of a child in a situation where the child would be exposed to a substantial risk of physical or mental harm, without arranging for necessary care for the child, and the demonstration of an intent not to return by a parent, guardian, or managing or possessory conservator of the child;

⁴ U.S. Department of Health and Human Services, Administration on Children, Youth and Families. *Child Maltreatment 2005* (Washington, DC: U.S. Government Printing Office, 2007).

- (b) the following acts or omissions by a person:
 - (i) placing a child in or failing to remove a child from a situation that a reasonable person would realize requires judgment or actions beyond the child's level of maturity, physical condition, or mental abilities and that results in bodily injury or a substantial risk of immediate harm to the child;
 - (ii) failing to seek, obtain, or follow through with medical care for a child, with the failure resulting in or presenting a substantial risk of death, disfigurement, or bodily injury or with the failure resulting in an observable and material impairment to the growth, development, or functioning of the child;
 - (iii) the failure to provide a child with food, clothing, or shelter necessary to sustain the life or health of the child, excluding failure caused primarily by financial inability unless relief services had been offered and refused;
 - (iv) placing a child in or failing to remove the child from a situation in which the child would be exposed to a substantial risk of sexual conduct harmful to the child; or
 - (v) placing a child in or failing to remove the child from a situation in which the child would be exposed to acts or omissions that constitute abuse under Subdivision (1)(E), (F), (G), (H), or (K) committed against another child; or
- (c) the failure by the person responsible for a child's care, custody, or welfare to permit the child to return to the child's home without arranging for the necessary care for the child after the child has been absent from the home for any reason, including having been in residential placement or having run away.⁵

- 32. Optimal Service Dosage** – the frequency/duration/intensity of services delivered to the primary caregiver by the Contractor to achieve the intended benefit from the parent education curriculum, as defined by the entity that designed, developed and/or created the evidence-based parent education curriculum.
- 33. Outcome Data** – information collected to measure the expected, desired or actual impact contracted services have on the individuals or communities that receive the services.
- 34. Positive Outcomes for Children** – indicators that children are achieving their full potential in all aspects of development and learning, including physical, emotional, social, cognitive and language by having a safe, supportive and stable home environment.

⁵ Texas Family Code Chapter 261, Section 261.001.

35. **Post-Service Protective Factors Survey Questionnaire** – A tool identical to the Pre-Service Protective Factors Survey questionnaire administered to the primary caregiver following the receipt of services and designed to assess the primary caregiver’s level of family functioning/resiliency, social emotional support, concrete support, and nurturing and attachment.
36. **Pre-Service Protective Factors Survey Questionnaire** – A tool administered to the primary caregiver prior to the receipt of services and designed to assess the primary caregiver’s level of family functioning/resiliency, social emotional support, concrete support, and nurturing and attachment.
37. **Prevention and Early Intervention (PEIS) database** – a web-based application accessible to contractors for maintenance of program data.
38. **Prevention and Early Intervention Services** – programs intended to proactively create conditions and/or personal attributes that promote the well-being of people, in order to prevent child abuse and neglect.
39. **Primary Caregiver** – the caregiver or parent registered in the Family Support Program, receiving a delivered service type, and entered into the PEIS database as the principal caregiver of a child who is age 0-5 who is the focus of the family’s presenting issue.
40. **Program Participant** – an eligible family, or where applicable, family member, who is registered to receive and subsequently receives the contracted services
41. **Protective Factors** – personal characteristics or environmental conditions that interact with risk factors to reduce the likelihood of problem behaviors.
42. **Protective Factors Survey User Manual** – A guide that provides instructions for administering the Protective Factors Survey as well as computing subscale data and technical information about the Protective Factors Survey Questionnaire.
43. **Qualified Case Manager** – A case manager with at least a Bachelor’s degree in Psychology, Social Work or related field with two or more years experience
44. **Registered** – an eligible family who completes the required registration form and consents to participation in the FSP program.

45. **Report of Child Abuse and/or Neglect** – a report that alleged or suspected abuse or neglect of a child has occurred or may occur.
46. **Resiliency** – the skills, abilities, knowledge, and insight that accumulate over time as people struggle to surmount adversity and meet challenges⁶.
47. **Respondent** – an individual or entity that submits a proposal pursuant to this RFP.
48. **Risk Factors** – issues that relate to the child, family, or environment that may put a child or family at higher risk for child abuse or neglect. The more risk factors a child/ or family has, the higher the potential for child maltreatment to occur.
49. **Safe and Stable Home Environment** - a state of a family's home where the children's basic needs are being met and where parents or caregivers are able to manage risks or threats to safety to children or others in the home.
50. **Satisfaction Data** – information collected to measure primary caregiver satisfaction with the services received.
51. **Satisfied** – A response of five or higher on the 7-point Likert scale.
52. **Served** – occurs when a family member receives a minimum of one service for the specified performance period.
53. **Service Area** – the geographic area(s) that the Respondent proposes to serve through the FSP program identified by counties and DFPS regions.
54. **Service Data** – information collected to document the receipt of contracted services by program participants.
55. **Service Dosage** – the frequency and duration of services that a primary caregiver will receive while participating in an evidence-based parent education curriculum.
56. **Service Plan** – a written plan and process for providing services to families.

⁶ Saleeby, D. (May 1996). The strengths perspective in social work practice: Extensions and cautions. *Social Work, 41*(3): 296-305.

57. **Service Site** – the location where the evidence-based parent education curriculum and other services provided by the Contractor will be delivered.

58. **Service Types** – Definitions for the types of services that the Contractor may report on in the PEIS database.

Counseling-Family

Counseling sessions provided by staff, who meet the qualifications established by the program model, to at least one parent or caregiver in a family AND at least one child under the age of 18.

Service Unit of measurement: # of sessions provided

Counseling -Individual

Counseling sessions provided by staff qualified for the program or service to one individual family member.

Service Unit of Measurement: # of sessions provided

Emergency Care

Short term, temporary in home or out of home care for children ages 0-17 whose families are experiencing a crisis or stressful situation.

Service Unit of measurement: # of days of care provided

Fatherhood Services/Program

Services that emphasize enhancing the father's participation in child rearing.

Service Unit of measurement: # of sessions/activities provided

Home Visitation

Services that are conducted in the home of the family.

Service Unit of measurement: number of visits provided

Parent Education and Training

Programs that train parents in caring for their children, including providing appropriate discipline techniques and knowledge of child development.

Service Unit of measurement: # of sessions provided

Resource and Referrals

Services that provide information on other types of programs and/or services available in the community that could help meet the participant's broader needs.

Service Unit of measurement: # of referrals provided

Support Groups

A group of program participants that meets to provide one another support and/or guidance.

Service Unit of measurement: # of sessions provided

Ancillary Services - Basic Needs Support

This includes help in meeting basic family needs.

Service Unit of measurement: # of supports provided

Ancillary Services-Child Care

This includes providing child care so that parents can participate in a program/service.

Service Unit of measurement: # of times child care is provided.

Ancillary Services-Transportation

This includes providing transportation or vouchers/reimbursement for travel to and from a program for the program participant.

Service Unit of measurement: # of times transportation is provided (if transportation is provided to and from the same event, only count one unit of service)

59. **Subscale** – Groups of questions on the Protective Factor Survey Questionnaire indicative of one of five protective factors: Family Functioning/Resiliency, Social Emotional Support, Nurturing and Attachment and Child Development/Knowledge of Parenting.
60. **Substantiated** – a type of investigation disposition that concludes that the allegation of maltreatment or risk of maltreatment was supported or founded by State law or State policy. This is the highest level of finding by a State Agency.⁷
61. **Sustained Perpetrator** – As defined by 40 TAC (Texas Administrative Code) §745.731, “A sustained perpetrator is also a person on the PRS central registry found by PRS to have abused or neglected a child, but who has already been offered his rights to an administrative review and due process hearing, and the:
(1) Designated perpetrator's rights to the administrative review and due process hearing have expired; or
(2) Finding was upheld in the due process hearing.”

⁷ U.S. Department of Health and Human Services, Administration on Children, Youth and Families. *Child Maltreatment 2005* (Washington, DC: U.S. Government Printing Office, 2007).

- 62. Unduplicated Family** – A family with a unique registration ID number in which the primary caregiver receiving at least one service is only counted one time during the performance period.

The following struck language is deleted effective April 28, 2009.

- ~~**63. Validated Incident of Child Abuse or Neglect** – An investigated incident of abuse/neglect which results in a finding of “reason to believe (RTB)” as defined at 40 TAG (Texas Administrative Code) §700.511(a)(1). This term shall not include any incident in which the finding was overturned on appeal.~~
- 63. Variance Statement** – a written statement that explains the reason(s) a contractor exceeded or did not achieve, meet or reach a performance measure target.

SECTION II

SERVICE INFORMATION

A. ELIGIBLE RESPONDENTS

DFPS has the authority to contract with any public or private entity that is:

1. Authorized to do business in the State of Texas;
2. Not barred from participating in state contracts under Section 2155.077, Texas Government Code; and
3. Not debarred or suspended from participation in Federal contracts.

B. ELIGIBLE CLIENT POPULATION

The eligible client population to be served by FSP must reside in a Texas county that has a higher than average rate of child abuse and neglect and that has, historically, fewer services available to families. In addition, the client population must consist of families with children aged 0-5 at risk for child abuse and neglect who do not have known involvement with Child Protective Services (CPS). The child and family risk factors that research shows may put families at greater risk for child abuse and neglect can be found in Section II. D of this RFP.

FSP services to families are voluntary, and the Contractor must provide the services at no fee to the families and without regard to individual family income.

C. GEOGRAPHIC AREAS

Respondents must propose to serve families living in Texas counties that have a higher than average rate of child abuse and neglect (defined as counties whose five year average rate of confirmed cases of child abuse and neglect per thousand exceeds the 2007 Texas average of 11.2). **Note:** *Data Book* statistics for 2003-2007 can be found on the following DFPS website: http://www.dfps.state.tx.us/About/Data_Books_And_Annual_Reports/default.asp. Click on *DFPS Statistics/Annual Reports*, click on the Data Book for the desired year, find targeted county(ies) under Statistics by Counties, Confirmed CPS Victims and Investigations, under column Confirmed Victims of Child Abuse/Neglect per 1,000 Children.

Special consideration will be given to those Respondents who propose to serve rural counties with high rates of abuse and neglect. For the purpose of this RFP, "rural counties" in Texas are defined as those counties identified by Texas' Office

of Rural Community Affairs (ORCA) below of its 2004 report “The Status of Rural Texas.” See Figure X below.

Counties will be prioritized as outlined in the table below. For evaluation purposes, proposed geographic areas to be served that include counties in tier one will receive the most points and counties in tier two will receive fewer points.

Prioritized Counties

Tier One: Counties designated as “rural” by Texas’ Office of Rural Community Affairs (ORCA) AND have a 5-year average rate of abuse per thousand exceeding the Texas 2007 rate of 11.2 per thousand.

Tier Two: Counties which have a 5-year average rate of abuse per thousand exceeding the Texas 2007 rate of 11.2 per thousand.

Figure X:

Rural counties—consist of two subtypes, 1) Counties located in a Micropolitan Statistical Area, and 2) Counties located outside of a Metropolitan Statistical Area

Micropolitan counties (44 counties)						
Anderson	Dawson	Hockley	Kerr	Navarro	Starr	Willbarger
Andrews	Deaf Smith	Hood	Kleberg	Nolan	Titus	Willacy
Angelina	Erath	Hopkins	Lamar	Palo Pinto	Uvalde	
Bee	Gray	Howard	Matagorda	Reeves	Val Verde	
Brown	Hale	Hutchinson	Maverick	Roberts	Walker	
Cherokee	Harrison	Jim Wells	Moore	Scurry	Washington	
Cooke	Henderson	Kenedy	Nacogdoches	Somervell	Wharton	
Nonmetropolitan counties (133 counties)						
Bailey	Concho	Franklin	Jack	Llano	Panola	Sterling
Baylor	Cottle	Freestone	Jackson	Loving	Parmer	Stonewall
Blanco	Crane	Frio	Jasper	Lynn	Pecos	Sutton
Borden	Crockett	Gaines	Jeff Davis	Madison	Polk	Swisher
Bosque	Culberson	Garza	Jim Hogg	Marion	Presidio	Terrell
Brewster	Dallam	Gillespie	Karnes	Martin	Rains	Terry
Briscoe	DeWitt	Glasscock	Kent	Mason	Reagan	Throckmorton
Brooks	Dickens	Gonzales	Kimble	McCulloch	Real	Trinity
Burnet	Dimmit	Grimes	King	McMullen	Red River	Tyler
Camp	Donley	Hall	Kinney	Menard	Refugio	Upton
Cass	Duval	Hamilton	Knox	Milam	Runnels	Van Zandt
Castro	Eastland	Hansford	La Salle	Mills	Sabine	Ward
Childress	Edwards	Hardeman	Lamb	Mitchell	San Augustine	Wheeler
Cochran	Falls	Hartley	Lavaca	Montague	San Saba	Winkler
Coke	Fannin	Haskell	Lee	Morris	Schleicher	Wood
Coleman	Fayette	Hemphill	Leon	Motley	Shackelford	Yoakum
Collingsworth	Fisher	Hill	Limestone	Newton	Shelby	Young
Colorado	Floyd	Houston	Lipscomb	Ochiltree	Sherman	Zapata
Comanche	Foard	Hudspeth	Live Oak	Oldham	Stephens	Zavala

Source: US Office of Management and Budget, 2003.

The Status of Rural Texas – 2004. The Office of Rural Community Affairs (ORCA), p. 11. http://www.orca.state.tx.us/pdfs/Status_2004_for_WEB.pdf

D. SERVICE DESCRIPTION

The Family Support Program (FSP) seeks to provide services to parents and primary/secondary caregivers of children 0-5 years of age to prevent child abuse and neglect in the counties of Texas that have a higher than average rate of child abuse and neglect and, historically, have fewer services offered.

References in this Section II.D. to information, items, etc., that Respondents are required to propose, describe, explain, submit, etc., relate to matters that Respondents will be asked to address in response to relevant questions in the Plan of Operation Form contained in Attachment A of this RFP.

1. Service Area, Need, and Accessibility:

Respondents must submit proposals that thoroughly describe the need for services in the county(ies) of Texas the Respondent proposes to serve, and where the Respondent has identified, analyzed, and documented the need for the proposed services. Respondents must identify and explain the need in their counties based on social and environmental factors families face and that research has shown may put them at higher risk for child maltreatment such as:

- Low economic status
- Lack of access to medical care, health insurance, adequate child care, and social services
- Stressful life events
- Parental Unemployment
- Social isolation/lack of social support
- Exposure to racism and discrimination

Respondents must ensure accessibility to the services, both, those provided directly and those provided through referrals to other providers, reduce any barriers that the target population might face in accessing services, and describe methods for addressing these issues in their service descriptions. Specifically, Respondents must describe the location(s) where services are to be provided, hours services will be available, including hours of operation that will ensure services are available to program participants who are not available during the day on weekdays.

2. Service Referral Process

In the plan of operations, Respondents must include the number of families they propose to serve annually. Referrals to the Family Support Program should come from a variety of sources within the community, including, but not limited to referrals by CPS. The service provider should

take steps to ensure any referred clients, even those referred by CPS, are not currently under investigation for abuse and neglect and that the referred caregivers do not have a substantiated case of abuse and neglect.

3. Minimum Services Required

In the Plan of Operations, Respondents will need to include information about the frequency, duration, and length of the following services: home visits, case management, and the evidence based, parent education curriculum(s). As indicated in the Plan of Operations, Respondents should also include a logic model that includes all of the proposed services. Contractor(s) will, at a minimum, be required to provide the following Family Support Program (FSP) services:

a. Home Visits

Families must have their needs assessed by a qualified case manager during an initial home visit. The initial assessment must include an evaluation of risk factors for child maltreatment in families. Respondents must describe how participating families' needs will be assessed, including a method for assessing risk factors, and if the Respondent already has a risk assessment instrument, a copy of that instrument must be submitted with the proposal in response to this RFP. Results of the needs assessment must be used by Contractor to develop a family service plan, which must include case management functions, ongoing home visitation, the evidence-based parent education curriculum and any other services to be provided to achieve the goals set by the family and the case manager working with the family. Service plans must be documented in the client file.

b. Case Management

Case management must be provided to families and must include referring families to other service providers and ensuring the coordination and receipt of necessary services as identified in a family's service plan. Respondents must identify a process and procedure for referring to or collaborating with other community organizations. The case manager must act as a liaison and advocate for the family through the assessment, planning and facilitation of family support services, and must work closely with other professionals in the service area to ensure that the family's goals are being met. Respondents must describe case management including, but not limited to, the frequency and duration of case management services, the collaborative relationships with CPS and other social service agencies in the proposed area, as well as the service-types available through other local service providers.

Case management services may extend beyond the duration of the other required component-services identified in this Section (Minimum Services Required) in order to completely meet the needs of the family and goals of the family service plan.

c. Crisis Intervention Support

The crisis intervention support service must:

- 1) include crisis counseling for families provided by a qualified case manager trained in crisis intervention methods;
- 2) be immediately available by phone 24 hours a day, 7 days a week, including weekends, and holidays; and
- 3) be available for a face-to-face session with the caller or referred client as soon as possible, but at least within 24 hours of the crisis call or referral, as necessary. Under extraordinary circumstances, if a face-to-face crisis counseling session is not feasible, justification and documentation of the reason must be placed in the phone log, case file or clinical summary.

Crisis intervention support services must be available in all proposed counties, regardless of whether they are provided in an office, in the client's home, or in another community location. The focus is on single or recurrent problems that are overwhelming or traumatic. Crisis intervention includes a quick and thorough assessment of the situation, crisis counseling, and guidance and support, but is not a substitute for individuals who need and are not receiving intensive or long-term counseling or psychiatric care.

There are many descriptions and theories on what constitutes an effective crisis resolution approach; however, for the purpose of this RFP, the following critical elements must be included in the immediate crisis counseling service proposed:

- 1) Assessment of the crisis;
- 2) Establishment of rapport;
- 4) Identification of the major problem(s);
- 5) Addressing emotions and feelings;
- 6) Exploration of alternatives;
- 7) Implementation of steps to resolve the crisis; and
- 8) Follow-up with participants.

Note: Contractor must have a quick and thorough assessment process to determine the level of crisis and to identify immediate needs of the family,

such as suicide prevention, domestic violence, and/or other services that may fall outside the scope of the available FSP services. After the immediate crisis is stabilized, the formal intake process must take place within 48 hours of the crisis referral if ongoing services are initiated.

d. Evidence-Based Parent Education Curriculum

In addition to the home visiting, case management, crisis intervention services, and outreach awareness and engagement, Contractor(s) must also offer families enrolled in the program an evidence-based parent education curriculum. Evidence-based, parent education curricula for the eligible client population must work to prevent child abuse and neglect and create positive outcomes for children by improving parent/caregiver knowledge, beliefs, expectations, perceptions, skills, and behavior.⁸ The term “**evidence-based**” in this context means that the proposed curriculum must have been evaluated through independent sources and is generally accepted in clinical practice as appropriate for use with children ages 0-5 and/or their parents/caregivers receiving child abuse prevention or family support.

The evidence-based parent education curriculum and intended benefit for families must be described in detail by the Respondent. In addition, if the Respondent is proposing to use a variety of evidence based parent education curriculums, the Respondent should identify the criteria for client referral to each of the different curriculums proposed.

Based on the federal Children’s Bureau Community Based Child Abuse Prevention Program’s four-level classification system described below, DFPS will rank Respondents’ proposed evidence-based curriculums (with level four carrying the highest level of evidence; please see below for the explanation of the four-level classification system).

The Respondent will be asked to submit **two** copies of supporting documentation that summarizes evaluation studies and outcomes found for the proposed curriculum. The documentation should not to exceed 50 pages. The Respondent must underline and/or highlight on these documents information that establishes the evidence-based level. These copies of research will not count towards the 32-page limit of the Plan of Operation, as specified in Section V. of this RFP. The Respondent should also submit any URL web links that will provide additional information and current research on the proposed evidence based curriculum.

Through the submission of supportive research summaries, Respondents must demonstrate how their proposed curriculum will produce measurable

⁸ Effective Home Visiting for Very Young Children-2. Best Practice Briefs, Michigan State University. No.19, 1999-2000.

improvements in the lives of the families they propose to serve. The Respondent must also demonstrate why the curriculum being implemented is the best fit for their proposed target population. Lastly, the Respondent must demonstrate that they have identified the steps they will need to take in order to ensure fidelity to the implementation of the curriculum.

THE FOUR-LEVEL EVIDENCE-BASED CLASSIFICATION SYSTEM

Level I – Emerging and Evidence Informed Programs and Practices

This reflects programs or practices that have a strong theoretical foundation and are considered generally accepted practice for preventing abuse or neglect. Programs and practices may have been evaluated using less rigorous evaluation designs (e.g. pre-post test, no comparison groups) or an evaluation may be in process with results not yet available.

PROGRAMMATIC CHARACTERISTICS

- The program can articulate a theory of change which specifies clearly identified outcomes and describes the activities that are related to those outcomes. This may be represented through a program logic model or conceptual framework that depicts the assumptions for the activities that will lead to the desired outcomes.
- The program may have a book, manual, other available writings, training materials, OR may be working on documents that specifies the components of the practice protocol and describes how to administer it.
- The practice is generally accepted in clinical practice as appropriate for use with children and their parents/caregivers receiving child abuse prevention or family support services.

RESEARCH & EVALUATION CHARACTERISTICS

- There is no clinical or empirical evidence or theoretical basis indicating that the practice constitutes a substantial risk of harm to those receiving it, compared to its likely benefits.
- Programs and practices may have been evaluated using less rigorous evaluation designs that have with no comparison group, including “pre-post” designs that examine change in individuals from before the program or practice was implemented to afterward, without comparing to an “untreated”

group – or an evaluation may be in process with the results not yet available.

- The program is committed to and is actively working on building stronger evidence through ongoing evaluation and continuous quality improvement activities.

Level II – Promising Programs and Practices

This reflects programs or activities in which there has been at least one study using some type of control or comparison group and was found to be effective in promoting positive outcomes to prevent abuse or neglect.

PROGRAMMATIC CHARACTERISTICS

- The program can articulate a theory of change that specifies clearly identified outcomes and describes the activities that are related to those outcomes. This is represented through presence of a program logic model or conceptual framework that depicts the assumptions for the activities that will lead to the desired outcomes.
- The program may have a book, manual, other available writings, and training materials that specifies the components of the practice protocol and describes how to administer it. The program is able to provide formal or informal support and guidance regarding program model.
- The practice is generally accepted in clinical practice as appropriate for use with children and their parents/caregivers receiving services child abuse prevention or family support services.

RESEARCH & EVALUATION CHARACTERISTICS

- There is no clinical or empirical evidence or theoretical basis indicating that the practice constitutes a substantial risk of harm to those receiving it, compared to its likely benefits.
- At least one study utilizing some form of control or comparison group (e.g., untreated group, placebo group, matched wait list) has established the practice's efficacy over the placebo, or found it to be comparable to or better than an appropriate comparison practice, in reducing risk and increasing protective factors associated with the prevention of abuse or neglect.. The evaluation utilized a quasi-experimental study design, involving the comparison of two or more groups that differ based on their receipt of the program or practice. A formal, independent report

has been produced which documents the program's positive outcomes.

- The local program is committed to and is actively working on building stronger evidence through ongoing evaluation and continuous quality improvement activities. Programs continually examine long-term outcomes and participate in research that would help solidify the outcome findings.
- The local program can demonstrate adherence to model fidelity in program or practice implementation.

Level III – Supported – Efficacious

This reflects programs or practices with at least two rigorous randomized control trials (or other comparable methodology), which found it to be effective. The program or practice has not been replicated in multiple sites.

PROGRAMMATIC CHARACTERISTICS

- The program articulates a theory of change that specifies clearly identified outcomes and describes the activities that are related to those outcomes. This is represented through the presence of a detailed logic model or conceptual framework that depicts the assumptions for the inputs and outputs that lead to the short, intermediate and long-term outcomes.
- The practice has a book, manual, training, or other available writings that specifies the components of the practice protocol and describes how to administer it.
- The practice is generally accepted in clinical practice as appropriate for use with children and their parents/caregivers receiving child abuse prevention or family support services.

RESEARCH & EVALUATION CHARACTERISTICS

- There is no clinical or empirical evidence or theoretical basis indicating that the practice constitutes a substantial risk of harm to those receiving it, compared to its likely benefits.
- The research supporting the efficacy of the program or practice in producing positive outcomes associated with reducing risk and increasing protective factors associated with the prevention of abuse or neglect meets at least one or more of the following criterion:
 - At least two rigorous randomized controlled trials (RCTs) in highly controlled settings (e.g., university laboratory) have found the practice to be superior to

an appropriate comparison practice. The RCTs have been reported in published, peer-reviewed literature.

OR

- At least two between-group design studies using either a matched comparison or regression discontinuity have found the practice to be equivalent to another practice that would qualify as supported or well-supported, or superior to an appropriate comparison practice.
- The practice has been shown to have a sustained effect at least one year beyond the end of treatment, with no evidence that the effect is lost after this time.
- Outcome measures must be reliable and valid, and administered consistently and accurately across all subjects.
- If multiple outcome studies have been conducted, the overall weight of evidence supports the efficacy of the practice.
- The program is committed and is actively working on building stronger evidence through ongoing evaluation and continuous quality improvement activities.
- The local program can demonstrate adherence to model fidelity in program implementation.

Level IV – Well-Supported – Effective

This reflects programs or practices with at least two rigorous randomized control trials (or other comparable methodology), which found it to be effective. The program or practice has been replicated in multiple sites.

PROGRAMMATIC CHARACTERISTICS

- The program articulates a theory of change that specifies clearly identified outcomes and describes the activities that are related to those outcomes. This is represented through the presence of a detailed logic model or conceptual framework that depicts the assumptions for the inputs and outputs that lead to the short, intermediate and long-term outcomes.
- The practice has a book, manual, training or other available writings that specify components of the service and describes how to administer it.
- The practice is generally accepted in clinical practice as appropriate for use with children and their parents/caregivers receiving child abuse prevention or family support services.

RESEARCH & EVALUATION CHARACTERISTICS

- Multiple Site Replication in Usual Practice Settings: At least two rigorous randomized controlled trials (RCT's) or comparable methodology in different usual care or practice settings have found the practice to be superior to an appropriate comparison practice. The RCTs have been reported in published, peer-reviewed literature.
- There is no clinical or empirical evidence or theoretical basis indicating that the practice constitutes a substantial risk of harm to those receiving it, compared to its likely benefits.
- The practice has been shown to have a sustained effect at least one year beyond the end of treatment, with no evidence that the effect is lost after this time.
- Outcome measures must be reliable and valid, and administered consistently and accurately across all subjects.
- If multiple outcome studies have been conducted, the overall weight of the evidence supports the effectiveness of the practice.
- The program is committed and is actively working on building stronger evidence through ongoing evaluation and continuous quality improvement activities.
- The local program can demonstrate adherence to model fidelity in program implementation.

4. Additional Proposed Services

In addition to the minimum services required, listed and described in Section II.D., Respondents may propose to provide other services that it believes may be needed to help meet the needs of families proposed to be served, or coordinate the provision of additional services with other service providers in the proposed service area.

Respondents are strongly encouraged to provide some form of basic needs support to families under this program. Basic needs that are allowable expenses under this program are defined as food, clothing, and basic child care necessities, such as diapers. It does not include any costs for shelter or utilities. Respondents including basic needs support in their program should outline their plan to provide this support including what supports will be offered, the eligibility requirements for receiving the supports, and how often clients will be eligible for each support. Respondents may partner with other agencies or organizations that provide these supports, such food pantries, clothes closets or churches. All proposed partnerships will require a memorandum of understanding.

Services and programs that may be outside of the scope of the services required in this RFP include, but are not limited to, substance abuse treatment, domestic violence interventions, employment assistance, educational assistance (GED/ESL), health care, and housing. These types of services are indirectly, rather than directly, related to the prevention of child maltreatment and are typically funded by other sources.

5. Risk and Protective Factors Focus

The Family Support Programs provided through a Contract(s) resulting from this RFP must be designed to help prevent child abuse and neglect and create positive outcomes for families by decreasing risk factors and increasing protective factors in the population served.

“**Risk factors**” are issues that relate to the child, family, or environment that may put a child or family at higher risk for child abuse or neglect. The more risk factors a child/ or family has, the higher the potential for child maltreatment to occur. “**Protective factors**” are personal characteristics or environmental conditions that work to offset risk factors for child maltreatment. Current research indicates that while certain risk factors have a negative impact on children and families, other protective factors can reduce that impact and provide benefits, resulting in greater resilience for parents and children and ultimately preventing child abuse and neglect from occurring.⁹

a. Risk Factors

The FSP program must serve families that reside in Texas counties that have a higher than average rate of child abuse and neglect. In addition, the family should face child and family risk factors for child maltreatment such as:

Child Risk Factors:

- Premature birth, birth anomalies, low birth weight, exposure to toxins *in utero*
- Physical/cognitive/emotional disability, chronic or serious illness
- Anti-social peer group
- Child aggression, behavior problems, attention deficits
- Childhood trauma
- Temperament: difficult or slow to warm up

⁹ Fraser, M.W., Richman, J.M., and Galinsky, M.J. (1999). Risk, protection, and resilience: Toward a conceptual framework for social work practice. *Social Work Research*, Vol. 23(3) pp. 131-143.

Parental/Family Risk Factors:

- External locus of control
- Poor impulse control
- Low tolerance for frustration
- Feelings of insecurity
- Lack of trust
- Social isolation, lack of support
- Parental mental illness/depression/anxiety
- Substance abuse
- Separation/divorce, especially high conflict divorce
- Age of Parent (Teen or younger)
- High general stress level
- Poor parent-child interaction, negative attitudes and attributions about child's behavior
- Inaccurate knowledge and expectations about child development

Assessing Risk: Respondents shall propose a method for assessing risk factors for child maltreatment in families and specify how that information will be used. If the program being proposed by the Respondent has a risk assessment instrument, then Respondents must submit a copy of the instrument.

Resource and Referral: For risk factors or issues that families face that are outside the scope of services to be provided under this contract, the Respondent must identify a process and procedure for referring to or collaborating with other community organizations to meet those additional needs. Services and programs that are outside of the scope of this procurement include, but are not limited to, substance abuse treatment, domestic violence interventions, employment assistance, educational assistance (GED/ESL), health care, and housing. These types of services are indirectly, rather than directly, related to the prevention of child maltreatment and are typically funded by other sources.

b. Protective Factors

By increasing protective factors, a FSP program will strengthen families with the ultimate goal of preventing child abuse and/or neglect. FSP programs funded by this procurement must produce outcomes that result in parents and families having an increase in one or more of the protective factors listed below.

i. Social Emotional Support: Parents perceive they have informal support from family, friends, neighbors, etc, that helps provide for emotional needs. Parents have a sense of social connection, a reduced feeling of isolation, have access to needed informal resources, Activities that can promote social connections can include opportunities for parents to engage with others in a socially acceptable/positive manner, enhance self-confidence, build a sense of community, identify someone to trust in a time of need, and develop informal relationships with others who are also caring for children.

ii. Concrete Support: Parents have perceived access to tangible goods and services to help families cope with stress, particularly in times of crisis or intensified need. Parents know how to access necessary information, referrals, and supports from formal community resources. Activities can include promoting parents' knowledge of how to access support in times of need, such as learning how to identify needs, locating and accessing available community services, and building effective skills to facilitate continued access.

iii. Family Functioning/Resiliency: The parents have adaptive skills and strategies to persevere in times of crisis. Families develop the ability to openly share positive and negative experiences and mobilize to accept, solve, and manage problems. Activities that may support parental resilience include learning to communicate with each other and other family members. Programs also move participants toward successful coping skills utilizing a variety of strategies for reducing stress and solving problems. .

iv. Nurturing and attachment: The emotional tie along with a pattern of positive interaction between the parent and child that develops over time. Parents are able to respond appropriately to the needs of their children and know ways to develop a positive and secure attachment with their children and family. Activities that parents can learn to engage in to promote nurturing and attachment may include learning the importance of spending time together as a family and learning how to recognize and respond to the social and emotional needs of children.

The Family Support Program Contractor must utilize the DFPS Protective Factor Survey Questionnaire. Respondents must describe, in their relevant response on the Plan of Operation Form, Attachment A of this RFP, efforts that will be made to ensure that primary caregivers complete the Protective Factor Survey Questionnaire and Satisfaction Survey. A copy of the Questionnaire and Survey tools will be made available by DFPS to the successful Respondent(s).

6. Additional Responsibilities

FSP Contractors are responsible for the following:

a. Service Documentation

Services must be provided in accordance with the terms of the contract and as outlined in the plan of operation. All services must be tracked according to the service types as outlined in the definitions section of this RFP. All services provided by FSP Contractors and their subcontractors must have valid documentation to support that FSP participants actually received the services. Service documentation, including but not limited to Authorization, Refusal, Registration and Consent forms, Initial and Final Assets Inventories, and service delivery case notes, must be complete, accurate and maintained in an organized fashion. The following are examples of acceptable types of documentation to support service delivery:

- Case notes - therapy notes, phone logs, home visit notes, office visit notes, etc.
- Sign in sheets (especially important to document group activity)
- Family Service Plans
- Referral logs/charts and follow up information, and
- Spreadsheets, Service Database Reports.

Client files must include, at a minimum, the following DFPS forms: either the DFPS Authorization for Services form or the DFPS Refusal of Information Release for Evaluation Purposes form, the DFPS Family Registration form, and Parental Consent forms as applicable (See Attachment D to view forms). Providers may choose to utilize the DFPS registration form or their own registration form, if it contains all required elements found in the DFPS registration form and written approval is obtained from DFPS prior to implementing a registration form other than DFPS' form.

b. 2-1-1 Help Line

FSP Contractors must add their services to the database of resources for the appropriate 2-1-1 Area Information Center (AIC) Region and must update their information appropriately within 30 days of any changes in the scope of their FSP program.

c. Reporting Requirements

FSP Contractors are required to meet contractual deadlines for quarterly reports and the year-end report. The data provided in required reports is required to be accurate and not corrected at a later date. Quarterly and year-end reports must be submitted on the report templates provided by DFPS. Report templates and deadlines will be provided to successful Respondents and are subject to be updated by DFPS as needed at no additional cost to DFPS.

d. Data Entry

FSP Contractors are required to key-enter program data into the PEIS database using a secure internet connection. Data entered into the PEIS database includes the registration information, service data, outcome data (such as the DFPS Protective Factor Survey Questionnaire), and the DFPS Satisfaction Questionnaire data completed by participants. Providers must ensure that computer equipment used for data entry meets minimum requirements established by DFPS for efficient connection to the PEIS database.

The Respondent must complete and submit security agreements for all staff that will input data into the PEIS database. In order to be approved for database access, prior DFPS and criminal background check clearance must be obtained. Any person given permission to enter or view FSP data must strictly adhere to DFPS rules, regulations and standards for confidentiality, security and integrity of program data. The Contractor must ensure accurate data entry into the PEIS database and must ensure that every attempt will be made to enter all data for a specific month into the system no later than 30 days following the close of the month in which a registration occurred, services were provided, or the close of a file. Contractors must enter 95% of the data for each service month by the deadline.

The Contractor is responsible for entering all data into the PEIS database. Data entry may not be subcontracted out or performed by any subcontracted service provider.

e. DFPS Pre- and Post-Service Protective Factors Survey

The Contractor(s) will be required to provide families with a DFPS Pre-Service Protective Factors Survey prior to service delivery and a Post-Service Protective Factors Survey after the case file has been closed. The contractor will then provide the completed survey information to DFPS via the PEIS database. The contractor must maintain the Pre- and Post-Service Protective Factors Survey in the client files. The contractor must ensure that 100% of the clients complete the pre-Protective Factors Survey and that at least 80% of clients complete the post-Protective Factors Survey. A survey is only considered complete if 80% of the survey questions were answered by the client.

f. DFPS Satisfaction Questionnaire

The Contractor(s) will be required to provide families with a DFPS satisfaction questionnaire and then provide the completed questionnaire information to DFPS. The contractor will provide the completed questionnaire information to DFPS via the PEIS database. The contractor must maintain the Satisfaction Questionnaires separate from the client files.

g. Consumer Engagement

Getting consumer feedback on program activities and services will greatly enhance their quality. In addition to collecting the Satisfaction Survey Questionnaires, the Contractor is required to obtain qualitative feedback from a sample of families who have completed services. Specific feedback regarding the parent's and caregiver's perception of program effectiveness and functioning must be obtained in an effort to improve the quality of services.

h. Prevention Awareness Services

It is important that local communities and families be informed of the impact of child abuse and neglect as well as the availability of community-based, prevention-focused services. The Contractor(s) will be required to promote child abuse awareness through prevention awareness activities. Activities are to be available to the community at large, including all families regardless of level of risk, for the purpose of increasing knowledge and awareness of child maltreatment and the promotion of healthy parenting and family interaction. The types of activities may include: media campaigns, educational presentations, participation in community-wide events, and public awareness campaigns associated with Child Abuse Prevention Month, or other child abuse prevention campaigns. It is expected that these awareness efforts will receive special emphasis in April, which has been federally declared *Child Abuse Prevention Month*.

i. Criminal Background Checks and Disclosure & Release for Employees, Volunteers, and Subcontractors

The following struck language is deleted effective April 28, 2009.

~~The Contractor(s) must disclose and release, or cause its employees, subcontractors and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against that employee, subcontractor or volunteer alleging the commission of an act of abuse, neglect or exploitation of children, the elderly or persons with disabilities; an offense under the Texas Penal Code against the person; against the family; against public order or decency; against public health, safety or morals; against property; an offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or any act or offense that can reasonably be associated with potential risk of harm or loss to the Department and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period. This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and shall be accomplished through use of (a) a criminal history background check; (b) a DFPS abuse and neglect history check and (c) a signed disclosure and release by each such person attesting to this information, which shall be maintained by the contractor, available for review by the Department, and renewed at intervals not to exceed 24 months while the contract is in effect. Persons guilty of having committed any of the acts or offenses listed in this paragraph cannot be assigned to duties involving direct contact with clients and/or access to client records.~~

The Respondent that will be awarded a contract resulting from this RFP will be required to obtain background check clearance for all employees, subcontractors and volunteers with direct client contact and/or access to client records prior to such contact or access to records utilizing the Automated Background Check System (ABCS). An ABCS administrator will be identified and approved prior to contract initiation.

The following underlined language is added effective April 28, 2009.

Section 411.114 of the Texas Government Code and agency policy require DFPS to conduct Criminal and Abuse/Neglect/Exploitation background checks. Selected Contractor(s) will be required to disclose and release, or cause its employees, subcontractors and volunteers with direct client contact or access to client records to disclose and release, any allegation made against that employee, subcontractor or volunteer alleging the commission of an act of abuse, neglect or exploitation of children, the elderly or persons with disabilities; criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense described in Form 2282, Purchased Services

Contract, included with this solicitation. This disclosure and release are required of all individuals who have, or will have, direct contact with clients or access to client records, prior to such contact or access and shall be accomplished through use of:

- A criminal history background check;
- A DFPS abuse and neglect history check; and
- A signed disclosure and release by each such person attesting to this information, which shall be maintained by the contractor and available for review by the Department.

Background checks must be renewed at intervals not to exceed twenty (24) months while any contract resulting from this solicitation is in effect.

Selected Contractor(s) will be required to submit criminal, abuse, and neglect history information for background checks electronically through the DFPS Automated Background Check System (ABCS) according to instructions in the user guide located at <http://www.dfps.state.tx.us/documents/PCS/ABCSUserGuideFY09.pdf> An ABCS administrator will be identified and approved prior to contract initiation.

Contractor information necessary to run these checks will be collected via Forms 2970c and 2971c, both included with this RFP and required in the response package. It may be necessary for the Respondent to obtain additional information from the employee, subcontractor, or volunteer if the person does not live in Texas or has recently lived outside of Texas and may have a criminal history in another state.

Prior to providing any services under contract, current background checks must be completed on the Contractor(s) service provider staff.

The following underlined language is added effective April 28, 2009.

j. Training and Technical Assistance

The Department reserves the right to require Contractor to participate in or obtain training and technical assistance (T&TA) if, in the Department's sole opinion, such T&TA would improve the performance of the Contractor. Payment of any training costs associated with compliance with a DFPS requested training under this section will be negotiated at the time this option is exercised.

E. GOAL AND PERFORMANCE MEASURES

Pursuant to the Texas Human Resources Code §40.058 (effective September 1, 2005) all contracts for client services must include clearly defined goals and outcomes that can be measured to determine whether the objectives of the program are achieved. DFPS is committed to implementing performance-based contracting methods that structure all aspects of the contracted services around the purpose of the work to be performed and the desired results.

Contractors' performance requirements are defined by the Department. DFPS reserves the right to revise performance measures at any time deemed necessary by the Department. All Contractors will receive due notice prior to any changes to performance measures. Upon notice of changes to the performance measures, Contractors may agree to the changes or opt to cancel the contract in accordance with contract requirements. The Contractor for the FSP must enter client data and information into the DFPS PEIS database that will be used in determining the performance of the Contractor. The decision to renew a contracted service will include consideration of the Contractor's performance as defined by the Department.

Performance Measures -

Performance measures typically include outputs and outcomes. Output measures demonstrate performance in terms of the quantity or volume of services provided (i.e. the number of participants served, number and types of services, etc.). Outcome measures demonstrate performance in terms of the quality and impact of services and whether or not they have met intended goals/objectives. Outcomes relate to changes in behavior, skills, knowledge, attitudes, values, etc.

Outputs that the Respondent proposes should be realistic and reasonable for the number of staff working on the proposed program, the geographic area to be served, and the total dollar amount of the contract as well as other relevant factors. The Contractor must ensure that all performance measure reporting requirements are met by the deadlines set forth by DFPS, including any new or additional measures. Reporting requirements will be specified by DFPS and may be changed in a time, form, and manner as requested by DFPS, but will not change without prior written notice.

Once a target is established, if a Contractor is over or under an output target by 5% or more, or under an outcome target by 5% or more, the Contractor must submit a variance statement explaining the discrepancy on a schedule established by DFPS and communicated to successful Respondents.

Goal of the Family Support Program: To prevent or reduce child abuse and neglect by increasing protective factors in "at-risk" families (based on the eligible client population as defined by this RFP).

Output Measures

Output #1: Average number of families served monthly in the Contractor's Family Support Program
Output Performance Period: Contractor performance for this output is determined for each month of the contract period, either wholly or partially depending on the contract start and end dates.
Output Indicator: Average number of unduplicated families who had primary caregivers that were served in the Contractor's Family Support Program each month
Output Target: The average number of families to be served monthly may be negotiated.
Purpose: To evaluate the Contractor's effort at providing services to families in the Family Support Program
Data Source: PEIS Database
Methodology: Count all unduplicated families who had primary caregivers that were served during the output performance period, add that number to the number of unduplicated families with primary caregivers served during each previous output performance period (if any), and divide by the total number of completed output performance periods. For the initial performance period, the actual number served will be considered the average number served.

The following struck language is deleted and the underlined language is added effective April 28, 2009.

Output #2: Number of families served during each state fiscal year <u>the contract period</u> in the Contractor's Family Support Program
Output Performance Period: Contractor performance for this output is determined annually but measured throughout the contract period.
Output Indicator: Total number of unduplicated families who had primary caregivers that were served in the Contractor's Family Support Program during the output performance period
Output Target: The number of unduplicated families served during the output performance period may be negotiated.
Purpose: To evaluate the Contractor's effort at providing services to families in the Family Support Program
Data Source: PEIS Database
Methodology: Count all unduplicated families who had primary caregivers that were served during the output performance period.

The following struck language is deleted effective April 28, 2009.

Output #3: Percentage of families served who do not exit the Contractor's Family Support Program prior to completing the program during the output performance period

Output Performance Period: Contractor performance for this output is determined annually but measured throughout the contract period.
Output Indicator: Percentage of unduplicated families served in the Contractor's Family Support Program that does not exit the program prior to completing the program during the output performance period
Output Target: The target for this measure will be negotiated after program completion baseline data are collected during all or part of the initial output performance period. A target better than baseline will be negotiated for the remainder of the initial performance period, if appropriate, and any subsequent contract periods.
Purpose: To evaluate the Contractor's effort at recruiting and retaining appropriate families to be served in the Family Support Program
Data Sources: PEIS Database
Methodology: The numerator is the number of unduplicated families served in the Contractor's Family Support Program during the output performance period that does not exit the program prior to completing the program as defined by the developer of the respective FSP curricula and/or activities. The denominator is the total number of unduplicated families served in the Contractor's Family Support Program during the output performance period. Divide the numerator by the denominator, multiply by 100 and state as a percentage.

Output #3: Completed Pre-Service Protective Factors Survey Questionnaires are obtained from eligible primary caregivers served in the Contractor's Family Support Program.
Output Performance Period: Contractor performance for this output is determined annually but measured throughout the contract period.
Output Indicator: Percentage of eligible primary caregivers served in the Contractor's Family Support Program from whom a completed Pre-Service Protective Factors Survey Questionnaire is obtained by the Contractor
Output Target: 100%
Purpose: To evaluate the Contractor's effort at obtaining outcome data
Data Sources: Pre-Service Protective Factors Survey Questionnaires and PEIS Database
Methodology: The numerator is the number of eligible primary caregivers served in the Contractor's Family Support Program during the output performance period from whom a completed Pre-Service Protective Factors Survey Questionnaire was obtained by the Contractor. The denominator is the total number of eligible primary caregivers served in the Contractor's Family Support Program during the output performance period. Divide the numerator by the denominator, multiply by 100 and state as a percentage.

Output #4: Completed Post-Service Protective Factors Survey Questionnaires are obtained from eligible primary caregivers served in the Contractor's Family Support Program.
Output Performance Period: Contractor performance for this output is determined annually but measured throughout the contract period.
Output Indicator: Percentage of eligible primary caregivers served in the Contractor's Family Support Program from whom a completed Post-Service Protective Factors Survey Questionnaire is obtained by the Contractor
Output Target: 80%
Purpose: To evaluate the Contractor's effort at obtaining outcome data
Data Sources: Post-Service Protective Factors Survey Questionnaires and PEIS Database
Methodology: The numerator is the number of eligible primary caregivers served in the Contractor's Family Support Program during the output performance period from whom a completed Post-Service Protective Factors Survey Questionnaire was obtained by the Contractor. The denominator is the total number of eligible primary caregivers served in the Contractor's Family Support Program during the output performance period. Divide the numerator by the denominator, multiply by 100 and state as a percentage.

Output #5: Completed Satisfaction Survey Questionnaires are obtained from eligible primary caregivers served in the Contractor's Family Support Program.
Output Performance Period: Contractor performance for this output is determined annually but measured throughout the contract period.
Output Indicator: Percentage of eligible primary caregivers in the Contractor's Family Support Program from whom a completed Satisfaction Survey Questionnaire is obtained by the Contractor
Output Target: 50%
Purpose: To evaluate the Contractor's effort at obtaining outcome data
Data Sources: Satisfaction Survey Questionnaires and PEIS Database
Methodology: The numerator is the number of eligible primary caregivers served during the output performance period from whom a completed questionnaire is obtained. The denominator is the total number of eligible primary caregivers served during the output performance period. Divide the numerator by the denominator, multiply by 100 and state as a percentage.

Outcome Measures

The following struck language is deleted and the underlined language is added effective April 28, 2009.

Outcome #1: An absolute increase in the aggregate average score of at least one protective factor is reported by unduplicated families served in the Contractor's Family Support Program.
Outcome Performance Period: Contractor performance for this outcome is determined annually but measured throughout the contract period
Outcome Indicator: The difference between the aggregate average score for a subscale in the Post-Service Protective Factors Survey Questionnaire relative to the aggregate average score for the corresponding subscale in the Pre-Service Protective Factors Survey Questionnaire
Outcome Target: The target for this measure will be negotiated after baseline data are collected during all or part of the initial outcome performance period. A target better than baseline will be negotiated for the remainder of the initial performance period, if appropriate, and any subsequent contract periods. <u>An absolute increase in the aggregate average score of at least one protective factor.</u>
Purpose: To evaluate the Contractor's success at increasing protective factors in families who are served by the Contractor's Family Support Program
Data Sources: Pre-Service and Post-Service Protective Factors Survey Questionnaires and PEIS Database
Methodology: For each primary caregiver from whom both Pre- and Post-Service Protective Factors Survey Questionnaires are obtained by the Contractor, calculate the subscale scores for both the Pre- and Post-Service Questionnaires per instructions in the Protective Factors Survey User Manual. Compute an aggregate average score for each subscale in the Pre-Service Protective Factors Survey Questionnaire. Compute an aggregate average score for each subscale in the Post-Service Protective Factors Survey Questionnaire. Subtract the pre-aggregate average score for each subscale from the corresponding post-aggregate average score to determine an absolute increase, if any.

The following struck language is deleted and the underlined language is added effective April 28, 2009.

Outcome #2: An absolute increase in a minimum of one protective factor is reported by unduplicated families served in the Contractor's Family Support Program.
Outcome Performance Period: Contractor performance for this outcome is determined annually but measured throughout the contract period.
Outcome Indicator: Percentage of eligible primary caregivers from whom an absolute increase in a minimum of one of the four Protective Factors Survey subscales (Family Functioning/Resiliency; Social Emotional Support; Concrete

Support; Nurturing and Attachment) is determined by comparing Pre-Service Protective Factors scores to Post-Service Protective Factors scores
Outcome Target: The target for this measure will be negotiated after baseline data are collected during all or part of the initial outcome performance period. A target better than baseline will be negotiated for the remainder of the initial performance period, if appropriate, and any subsequent contract periods. <u>75% (The Contractor's ability or inability to meet or exceed this target will not be the sole means for assessing their success in providing the contracted client services. DFPS reserves the right to revise the target for this outcome measure for any subsequent contract periods based on statewide Contractor performance data.)</u>
Purpose: To evaluate the Contractor's success at increasing protective factors in families who are served by the Contractor's Family Support Program
Data Sources: Pre-Service and Post-Service Protective Factors Survey Questionnaires and PEIS Database
Methodology: For each primary caregiver, from whom both pre- and post-service Protective Factors Survey questionnaires are obtained by the Contractor, calculate the subscale score(s) for both the pre- and post-service questionnaires per instructions in the Protective Factors Survey User Manual. For each primary caregiver, subtract the subscale scores in the pre-service Protective Factors Survey questionnaire from the corresponding subscale scores in the post-service Protective Factors Survey questionnaire to determine an absolute increase, if any. The numerator is the total number of post-service Protective Factors Survey questionnaires that indicate an absolute increase in one or more of the subscale scores (protective factors). The denominator is the total number of post-service Protective Factors Survey questionnaires completed by primary caregivers. Divide the numerator by the denominator, multiply by 100 and state as a percentage.

The following struck language is deleted effective April 28, 2009.

Outcome #3: Children in families served by the Contractor's Family Support Program will remain safe.
Outcome Performance Period: Contractor performance for this outcome is determined annually but measured throughout the contract period.
Outcome Indicator: Percentage of families for whom a primary caregiver is not a sustained perpetrator for an incident of child abuse or neglect occurring while registered in and receiving services from the Contractor's Family Support Program
Outcome Target: 100%
Purpose: To evaluate the Contractor's success in keeping children in Family Support Program families safe
Data Sources: Central Registry and PEIS Database
Methodology: The numerator is the total number of unduplicated families

served in the Contractor's Family Support Program in which a primary caregiver in the PEIS database is matched to a sustained perpetrator as indicated in the Central Registry, if the ~~validated~~ incident occurred during the outcome performance period and while the family was receiving services. The denominator is the total number of unduplicated families served in the Contractor's Family Support Program for the outcome performance period. Divide the numerator by the denominator and subtract this number from one, then multiply by 100 and state as a percentage.

Outcome #4: Primary caregivers are satisfied with Family Support Program services received.

Outcome Performance Period: Contractor performance for this outcome is determined annually but measured throughout the contract period.

Outcome Indicator: Percentage of Satisfaction Survey Questionnaires completed by primary caregivers with average scores of five or higher for the first five items

Outcome Target: 80%

Purpose: To evaluate the Contractor's success at providing services that are perceived as satisfactory by primary caregivers

Data Sources: Satisfaction Survey Questionnaires and PEIS Database

Methodology: The numerator is the number of completed DFPS Satisfaction Survey Questionnaires for the outcome performance period with an average score of five or higher for the first five items. The denominator is the total number of completed Satisfaction Survey Questionnaires for the outcome performance period. Divide the numerator by the denominator, multiply by 100 and state as a percentage.

F. CULTURAL COMPETENCE

The following struck language is deleted effective April 28, 2009.

~~DFPS serves a culturally diverse population. Cultural competence is the ability of individuals and systems to provide services effectively to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes values, affirms, and respects the worth of the individuals and protects and preserves their dignity. Contractor(s) must deliver services in a culturally competent manner.~~

The following underlined language is added effective April 28, 2009.

DFPS serves a culturally diverse population. Respondent will be asked to describe their plan to develop and maintain cultural competence. Cultural Competence is the ability of individuals and systems to provide services

effectively to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes, values, affirms, and respects the worth of the individuals and protects and preserves their dignity. Selected Contractor(s) must:

1. Provide services with a high level of Individual and Organizational Cultural Competence.
 - **Individual Cultural Competence** is the knowledge, skill or attribute one has relative to cultures other than his/her own that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively and equitably meet the needs of families receiving services. Individual Cultural Competence must be an on-going journey achieved through formal training and subsequent opportunities for open and honest discussions of racial and ethnic identity and the importance of a healthy racial and ethnic identity.
 - **Organizational Cultural Competence** is a set of values, behaviors, attitudes, and practices within a system, organization, program or among individuals, which enables staff, subcontractors and volunteers to work effectively with individuals/families from other cultures. Furthermore, it refers to their ability to honor and respect the beliefs, language, interpersonal styles, and behaviors of individuals and families receiving services. The organization must demonstrate these values by providing formal education and on-going opportunities for staff, subcontractor and volunteer discussions to promote understanding of the importance of racial and ethnic identity for the individual client and/or family.
2. Provide services to clients and families of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery.
3. Provide education in the form of training, workshops, and other educational opportunities to help all staff, volunteers and subcontractors coming in contact with clients and families to understand the impact race, culture, and ethnic identity has on themselves and others and how it impacts services as defined in this solicitation.

G. AVAILABILITY OF FUNDS

DFPS anticipates that a maximum amount of **\$500,000** will be awarded through this procurement for the fourteen-month budget period beginning 7-1-09 and ending 8-31-10. Separate budgets must be submitted for the two-month period

7-1-09 through 8-31-09 and for the twelve-month period 9-1-09 through 8-31-10. Respondents shall allocate these funds between the two DFPS budget periods as appropriate for the described services. DFPS may award one or more contracts through this procurement and anticipates awarding up to four subrecipient contracts. The Contractor(s) must maintain compliance with all applicable federal laws, rules, and regulations and OMB Circulars pertaining to subrecipient contracts. Funding is not guaranteed at any level. Funding may be increased or decreased at any time during the term of a contract resulting from this procurement without additional competitive procurement.

Services will be funded in accordance with Title 1, Subtitle B of the Keeping Children and Families Safe Act of 2003: Title II of the Child Abuse Prevention and Treatment Act (CAPTA) (42 U.S.C. 5116 et seq.), as amended by Pub. L 108-36, enacted June 25, 2003. During the life of the procurement, it is possible that the funding source for any resulting contracts may change. If this occurs, DFPS will inform Contractor(s) of the change.

Funding of the contract(s) for the selected Contractor(s) will be dependent on available federal and/or state appropriations. Selected Contractors are prohibited from using funds received from DFPS to replace any other federal, state, or local source of funds awarded under any other contract. Additionally, DFPS funds may not be used as match (in-kind or cash match) for any other funding opportunity (grant application) in which the selected Contractor may be participating.

H. METHOD OF PAYMENT

Payment for services provided through the contract(s) resulting from this procurement will be made on a **cost reimbursement** basis in accordance with the terms and conditions of the contract.

DFPS will not provide cash advances to Contractor(s). The Contractor must submit invoices only after costs have been incurred and paid by the Contractor.

Cost Reimbursement Billing Procedures

Billings must be submitted on a monthly basis for actual and allowable costs incurred during the prior service month. The Contractor will be reimbursed for actual and allowable costs, according to the contract. Billings must be submitted no more than 30 calendar days after the last day of the month in which the services were provided. The method of payment is cost reimbursement. This means that costs must only be billed after they have actually been incurred and paid by the Contractor. Costs must be billed to the month in which they were incurred, either on the primary billing voucher for that month or on a supplemental billing, if they are not paid in time to include them on the primary voucher. Costs may not be billed to DFPS if they have not yet been paid. For billing documentation purposes, time sheets, payroll data, travel logs, receipts, and other detailed expense records must be kept on file and made available to

DFPS upon request. Unallowable costs, according to the contract, must be paid by another source (see Texas Administrative Code sections 732.240-732.255).

Required Documentation

Billing documents submitted to the Department must include:

- 1) Signed and dated Form 4116x, State of Texas Purchase Voucher, which is provided by the Department and required by the Comptroller for payment.
- 2) Any other documentation requested by the Department.

Texas Prompt Payment Act

The State requires all payments to Contractors be made in accordance with the Texas Prompt Payment law, Texas Government Code, Subtitle F, Chapter 2251. This requires payments be made within thirty (30) days from receipt of a correct billing statement.

SECTION III

GENERAL INFORMATION

A. DFPS POINT OF CONTACT

The sole point of contact for inquiries concerning this RFP is:

Rachel Daniel
Procurement Officer
Texas Department of Family and Protective Services
P.O. Box 149030, Mail Code E-541
Austin, Texas 78714-9030
Fax: (512) 339-5885
procurement@dfps.state.tx.us

The physical address for overnight, commercial and hand deliveries of proposals is:

Rachel Daniel
Procurement Officer
Texas Department of Family and Protective Services
701 West 51st Street, Mail Code E-541
Austin, Texas 78751

B. COMMUNICATIONS REGARDING THIS PROCUREMENT

DFPS will post all official communications regarding this procurement on the Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us/>. DFPS may amend this RFP at any time prior to the proposal submission deadline. Any changes, amendments, or clarifications will be made in the form of responses to questions, amendments, or addenda issued by DFPS and posted to the ESBD.

All communications relating to this RFP must be directed to the DFPS point of contact named above. All other communications between a Respondent and DFPS staff concerning this RFP are prohibited. Respondents must not discuss fee or cost information contained in a proposal with the DFPS point of contact or any other staff prior to proposal evaluation. Failure to comply with this section will result in the Respondent's proposal being deemed non-responsive.

Respondents are responsible for ensuring they have the most recent information pertaining to this RFP.

C. PERIOD OF PERFORMANCE AND RENEWAL CONDITIONS

A contract awarded under this RFP is anticipated to become effective on, or as soon as possible after, July 1, 2009, and extend through August 31, 2010. At its sole discretion, DFPS may renew the contract on an annual basis beginning at the end of the original term of the contract. No contract shall exceed a total term of 54 months.

D. CONTRACT TERMS AND CONDITIONS

1. Standard Terms and Conditions

The Sample DFPS Contract, Form 2282cr, included as part of Attachment D to this RFP, contains the standard Contract terms and conditions that will govern any Contract resulting from this RFP.

2. Additional Terms and Conditions

In addition to the standard Contract terms and conditions contained in the Sample DFPS Contract, Form 2282cr, the following are additional terms and conditions that Contractor must accept and adhere to, as applicable and as imposed by DFPS:

a. Independent Contractor

Contractor shall serve as an independent contractor in providing services under the Contract. Contractor's employees will not be construed as employees of DFPS or the State of Texas.

b. No Waiver

The Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to DFPS as an agency of the State of Texas or otherwise available to DFPS. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to DFPS under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. DFPS does not waive any privileges, rights, defenses, remedies, or immunities available to DFPS as an agency of the State of Texas, or otherwise available to DFPS, by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract. The modification of any privileges, rights, defenses, remedies, or immunities available to DFPS must be in writing, must reference this section, and must be signed by DFPS to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to DFPS

shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under the Contract or under applicable law.

c. Deceptive Trade Practices

Contractor represents and warrants that it has not been the subject of a Deceptive Trade Practices Act or any unfair business practice administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business administrative hearing or court suit and such officers have not been found to be liable for such practices in such proceedings. Contractor represents and warrants that within the last five years it has not been the subject of any investigation or proceeding by any federal or state securities regulator under any federal or state securities laws or regulations.

d. Source Preferences

The following source preferences are used when applicable goods or services can be supplied by these entities:

- Products By Persons with Disabilities

A preference shall be given to manufactured products of workshops, organizations, or corporations whose primary purpose is training and employing persons with mental or physical disabilities, if the products or services meet state specifications as to quantity, quality, and price. Competitive bids are not required for purchases of blind-made goods or services offered as a result of efforts by the Texas Council for Purchasing from People with Disabilities - TIBH, (see Section 2.5 Special Purchases) if the goods or services meet state specifications as to quantity, quality, and price. Reference Texas Government Code, Section 2155.441 <http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm>.

- Texas Department of Criminal Justice (TDCJ)/Institutional Division

A preference shall be given to items manufactured by the Texas Correctional Industries (TCI) under the Prison Made Goods Act (see Section 2.5 Special Purchases). Reference Texas Government Code, Chapter 497. <http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm>.

- Texas and United States Products and Texas Services

A preference shall be given to goods, including agricultural products, to those produced or grown in this state or offered by Texas bidders. If goods, including agricultural products, produced or grown in this state or offered by Texas bidders are not equal in cost and quality to other products, then goods, including agricultural products, produced or grown in other states of the United States shall be given preference over foreign products if the cost to the state and quality are equal. Reference Texas Government Code, Section 2155.444.

- Products and Services from Economically Depressed and Blighted Areas

A preference shall be given to goods and services produced in an economically depressed or blighted area if the goods or services meet state specifications regarding quantity and quality; and the cost of the good or service does not exceed the cost of other similar products or services that are not produced in an economically depressed or blighted area. Reference Texas Government Code, Section 2155.449. An economically depressed or blighted area is defined by TGC, Section 2306.004.

- Products of Facilities on Formerly Contaminated Property

A preference shall be given for goods produced at a facility located on property for which the owner has received a certificate of completion under Section 361.609, Health and Safety Code, if the goods meet state specifications regarding quantity, quality, delivery, life cycle costs, and price. Reference Texas Government Code, Section 2155.450.

e. Affirmation

Pursuant to Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Section 2155.006 of the Texas Government Code, Contractor certifies that the individual or business entity named in its application under the PEN is not ineligible to

receive the specified contract and acknowledges that any contract resulting from the PEN may be terminated and payment withheld if this certification is inaccurate.

f. Debts or Delinquencies to State of Texas

The following struck language is deleted effective April 28, 2009.

~~Contractor agrees that any payments due under the contract be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.~~

The following underlined language is added effective April 28, 2009.

The Comptroller is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Respondent agrees that, to the extent Respondent owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Respondent is otherwise owed under any Contract awarded under this solicitation shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Respondent agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

g. Liability for Taxes

Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. DFPS shall not be liable for any taxes resulting from the Contract.

h. Financial Interests; Gifts

Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in the Contract has received compensation from DFPS for participation in preparation of specifications for this Contract. Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with the Contract.

i. Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract.

Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

j. Severability Clause

In the event that any provision of the Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of the Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

k. Controlling Order

The performance by the Contractor shall be in accordance with the provisions of the contract resulting from the procurement, the Department's RFP, any addenda to the RFP, and the Contractor's proposal, as it may be amended through negotiations. In the event of a conflict between the provisions of these documents, the controlling order shall be 1) the Contract, 2) the Department's RFP and any addenda, and 3) the Contractor's proposal, as it may be amended through negotiations.

3. Amendments and Modifications

Any Contract resulting from this RFP may be amended by mutual written agreement of the parties if changes in federal or state laws, rules, regulations, policies, guidelines or circumstances affect the performance of the work.

E. CONFLICTS OF INTEREST

Respondents must not have personal or business interests that create an actual, potential, or apparent conflict of interest with respect to this procurement and the performance of the resulting contract. A conflict of interest is any set of facts or circumstances that, in DFPS' determination, compromises, appears to compromise, or may reasonably compromise the Respondent's ability to provide services fairly, independently, or objectively.

Respondents must disclose to DFPS any potential conflicts that exist with respect to this procurement and the resulting contract. If selected for contract award, the Contractor will be under a continuing duty to notify DFPS of any

actual or potential conflicts of interest that may develop during the term of the contract. During the term of the contract, the Contractor must not engage in conduct that creates the appearance of impropriety. (See Texas Government Code §§ 572.054 and 2252.901; and Human Resources Code §40.034.)

F. ANTITRUST CERTIFICATION

By submitting a proposal, Respondent certifies that pursuant to 15 U.S.C. Sec 1, et seq. and Tex. Bus. & Comm. Code Sec 15.01, et seq. neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas or the United States Antitrust Laws nor communicated its response to this RFP directly or indirectly to any competitor or any other person engaged in the business of providing the services solicited by this RFP.

G. SUBCONTRACT REQUIREMENTS

1. The Contractor may subcontract the services solicited herein only with the prior written approval of the designated DFPS contract manager. The Contractor must submit Form 2033, Subcontractor Determination, referenced in Section IV and attached to this procurement. The request for approval must include the name/identification of the proposed subcontractor, reason for selection, the procurement method, a description of the exact services to be subcontracted, and cost data.
2. In order for DFPS to approve the use of a subcontractor, the following conditions must be met:
 - a. The subcontract contains a clause requiring the subcontractor to accept and abide by all applicable terms and conditions under the Contract.
 - b. The subcontract contains a clause stating that nothing contained in the subcontract or in the Contract between the Department and the Contractor shall create any contractual relationship between the subcontractor and the Department.
 - c. The subcontract clearly describes the scope of work to be performed, work schedules, and compensation.
 - d. The prime Contractor's method(s) of selecting a subcontractor adequately meets all applicable state, federal, and program requirements, including any requirements for competitive procurement.

- e. The subcontractor's proposed prices are reasonable for the type and amount of services purchased.
 - f. The relationship between the prime Contractor and the subcontractor allows for adequate checks and balances to ensure services are provided as contracted.
- 3. The Contractor shall be responsible for all contract-related actions, services, and programs of its subcontractors.
 - 4. Prior to the commencement of any services by any subcontractor, the Contractor must provide DFPS with a copy of such subcontract the Contractor awards.

H. HISTORICALLY UNDERUTILIZED BUSINESSES

DFPS adheres to the administrative rules, policies, and forms developed by the Health and Human Services Commission relating to Historically Underutilized Businesses (HUBs). This RFP does not require respondents to complete a HUB Subcontracting Plan. For more information about the HUB program at DFPS, contact the DFPS HUB Coordinator at HUBINFO@dfps.state.tx.us.

I. RFP CANCELLATION AND NON-AWARD

DFPS may cancel this RFP or decline to award a contract pursuant to this RFP if DFPS determines that such action is in the best interest of the State of Texas.

J. RIGHT TO REJECT PROPOSALS

DFPS may reject any and all proposals, or portions of proposals, submitted in response to this RFP.

K. DEBRIEFING PROCEDURES

Texas Administrative Code (TAC), Title 40, Part 19, Chapter 732, subchapter L, Rule §732.214 outlines DFPS' procurement debriefing procedures. A Respondent may request a written debriefing in accordance with the requirements contained in the TAC.

SECTION IV

RESPONSE INFORMATION

A. RFP CONFERENCE

DFPS will conduct a RFP Conference on **Monday, April 20, 2009, at 1:30 p.m. Central Time**, at the following location:

**Alamo Room
Texas Department of Family and Protective Services
2401 Ridgepoint
Austin, Texas**

The RFP Conference will last approximately two to three hours. Potential Respondents to this RFP are invited to attend, but are not required to do so.

A RFP Conference is a structured, formal face-to-face meeting between DFPS and potential Respondents to clarify the service(s) being purchased, further elaborate on DFPS' procurement policies, practices and methodologies, and answer questions related to the requirements of the procurement.

Interested parties may fax or email questions for the conference to the Procurement Officer, as designated in Section III.A. DFPS will also provide interested parties the opportunity to submit written questions at the conference. Although DFPS may provide tentative responses to questions at the conference, responses are not official until they are posted on the Electronic State Business Daily (ESBD) website at <http://esbd.cpa.state.tx.us/>.

Parties, who plan to attend the conference and wish to request reasonable accommodations under the Americans with Disabilities Act, should submit a request forty-eight hours (48) prior to the conference to the Procurement Officer.

B. WRITTEN QUESTIONS

All questions concerning this RFP must be submitted in writing to the Point of Contact designated in Section III.A. and received by **3:00 p.m., Central Time, April 21, 2009**.

C. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be submitted to the Procurement Officer at the address listed in Section III.A.

In total, respondents must submit:

- Two (2) original proposals (clearly marked and signed in BLUE ink);
- Five (5) complete copies; and
- One (1) copy of the entire response on CD-Rom

1. Paper Copies

a. Respondents must submit the following number of Paper Copies:

- **Two (2) complete originals**, and each document, as appropriate must bear original signatures in **BLUE** ink where indicated.
- **Five (5) complete copies** of the Proposal response including all forms.

b. Format of Response and Attachments

- Must be typewritten and double-spaced on 8 1/2 X 11" white paper:
 - The font used must be at least twelve (12) points scaleable;
 - A table of contents must be included;
 - The name of the Respondent must appear at the top right hand corner of each page;
- All pages must be collated;
- All pages must be sequentially numbered, and
- The entire proposal package must be secured with pressure clips or rubber bands.

Do not attach covers, binders, pamphlets or other items not specifically requested.

c. Required Forms

Required forms, **two (2) originals and five (5) copies**, must be completed and submitted with the proposal packet as instructed on the form.

d. Identifying Information

Both (2) "originals" and all copies of the Response Proposal, related documentation and forms must be placed in a package and identified with the RFP number on the outside of the package. It is Respondent's responsibility to appropriately mark and deliver the Proposal and related materials in response to this RFP.

2. Electronic Copy

- a. Number of Electronic Copies - Respondents must submit **one (1) electronic copy** of the entire proposal response packet including attachments, completed and signed forms.

- b. Format - Response, Budget Documents, Attachments and Forms
 - Must be included on a compact disc;
 - Must be compatible with the current version or minus one generation of Microsoft Office as appropriate to the document; and
 - Presented on the disc in the same order as requested below for the written copies of the RFP response proposal.

DFPS prefers that the entire electronic version of the response proposal be submitted as Adobe Acrobat File (.pdf).

If Respondent chooses to submit each document as a separate electronic document, each must be saved with a title that includes the corresponding titles listed below and the Respondent's name.

In the event of any disparities between the contents of the printed Proposal materials and the electronic copy, the contents of the printed submitted Proposal, related documentation and completed forms will take precedence.

2. Organizing the RFP Response Package

Respondent must organize and submit its proposal in the following manner:

- a. Respondent Information Form (contained in Attachment A to the RFP)
- b. Plan of Operation (Addressed in detail in Section V)
 - 1. _____ Summary of Project
 - 2. _____ Plan of Operation Form (Attachment A, limited to 32 pages)
- c. Budget Information (Addressed in detail in Section VI)
 - 3. _____ Form 2030, Budget for Purchase of Service Contracts (Attachment B)
 - 4. _____ Budget Narrative
 - 5. _____ Cost Allocation Plan
 - 6. _____ Indirect Costs
 - _____

d. Required Forms

All forms and required attachments must be included. If a form is not applicable to Respondent's organization, Respondent will write "NOT APPLICABLE" on the signature line of the form. All forms listed below can be found in Attachment C to this RFP.

1. _____	Form 2031, Corporate Board of Directors Resolution or any similar document authorizing the Applicant to enter into a contract and designate a signatory, if applicable
2. _____	Form 2033, Subcontractor Determination
3. _____	Form 2970c, Disclosure and Release Regarding Criminal or Abuse/Neglect History
4. _____	Form 2971c, Request for Criminal History and DFPS History
5. _____	Form 2046, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts
6. _____	Form 2047e, Certification Regarding Federal Lobbying
7. _____	Form 4108x, Vendor Direct Deposit Authorization
8. _____	Form 4109x, Application for Texas Identification Number
9. _____	Form 4732, Request for Determination of Authority to Contract
10. _____	Form 4732 ADDEM, Addendum to Request for Determination of Contract
11. _____	Form 4733 Contractor Assurances Form
12. _____	Form 9003, Child Support Certification (for-profits only)
13. _____	Form 9007CR, Internal Control Structure Questionnaire

14._____	Form 9105 Risk Analysis Questionnaire
15._____	Declaration of Commercial Liability Coverage
16._____	Professional Liability Insurance Coverage
17._____	Form 4020 DPEI Security Agreement
18._____	Certified Computer Assurance Form, included in Attachment IV

- e. Additional Required Attachments - Attachments are not a part of the Plan of Operation 32-page limit.

Limited to one page per attachment

1._____	Organizational charts
2._____	Resumes of existing staff (each resume is considered one attachment)
3._____	Job descriptions for paid staff (each job description is considered one attachment)
4._____	Current licenses and permits, if applicable
5._____	Minimum qualifications for paid staff (information for each staff position is considered one attachment)
6._____	Job descriptions for volunteer staff, if applicable (each job description is considered one attachment)
7._____	A timetable or chart showing recruitment, hiring, and training of staff to support implementation of the proposed program, as well as program implementation plan

Not Limited to one page per attachment

1. _____	A logic model for the entire proposed program
2. _____	A copy of any proposed risk assessment to be used to assess the families' risk factors, if applicable
3. _____	A copy of supporting documentation in the form of studies, articles, printed website references or other documents that demonstrate program effectiveness and supports the evidence level for the proposed program(s)
4. _____	Memoranda of Understanding (MOUs) or letters of intent to collaborate, committing other organizations or entities to collaborate with your organization and provide program participants with services that would not be covered under the scope of this procurement, if applicable
5. _____	Proposed registration form if not using the DFPS form, to include all required fields
6. _____	List of current funding sources OR statement attesting to not having any current funding sources
7. _____	List of funding sources over the past two years
8. _____	Two most recent monitoring/compliance/inspection reports from each funding agency, if applicable, OR statement that no monitoring/inspection has occurred
9. _____	A copy of the most recent audit including management letter OR a signed statement that no audit has been conducted within the last two years

D. DEADLINES

The deadline for submission of proposals is **May 8, 2009, at 3:00 p.m. Central Time**. Proposals received after this deadline will not be considered. Proposals must be received by the Procurement Officer designated in Section III.A. or his/her designee by **3:00 p.m. Central Time on May 8, 2009** at the physical (street) address listed in Section III(A).

E. HOLD FIRM STATEMENT

Unless withdrawn pursuant to Section IV (G) herein, the Respondent's proposal, as amended pursuant to Section IV (F), will be firm and binding through the effective date of the contract awarded pursuant to this RFP. Respondents guarantee the delivery of all services as specified in this RFP, at the costs outlined in their responses as submitted, through the period of performance of the contract awarded pursuant to this RFP, including any renewals.

F. AMENDMENTS TO PROPOSALS

Respondents have the right to amend their proposals at any time prior to 3:00 p.m., Central Time on **May 8, 2009**, by submitting a written amendment to the Point of Contact, as designated in Section III (A).

G. WITHDRAWAL OF PROPOSALS

Respondents have the right to withdraw their proposals from consideration at any time prior to 3:00 p.m., Central Time on **May 8, 2009**, or prior to the date of contract award notification, whichever occurs first, by submitting a written request for withdrawal to the Point of Contact, as designated in Section III.A.

H. TEXAS PUBLIC INFORMATION ACT

A proposal submitted to DFPS in response to this RFP is subject to public disclosure in accordance with the Texas Public Information Act (the Act), [Texas Government Code, Chapter 552](#). DFPS will process any request for information comprising all or part of the Respondent's proposal in accordance with the Act.

If a Respondent claims that information contained in its proposal is exempt from required public disclosure under the Act, the Respondent must clearly identify such information and the applicable exemptions, and explain in detail why such exemption is applicable.

Respondents may consult the Attorney General's website (<http://www.oag.state.tx.us/>) for information concerning the application of the Act's provisions to proposals and proprietary information.

I. PROPERTY OF DFPS

All products created by a Respondent pursuant to this RFP or the Contract, including without limitation, plans, designs, software, and other deliverables, will become the sole property of DFPS.

J. STATE USE OF RESPONDENT IDEAS

DFPS reserves the right to use any and all ideas presented in any proposal unless the Respondent presents a legal case citing ownership of the Respondent's intellectual property. A Respondent may not object to the use of ideas that are not the Respondent's proprietary information and so designated in the proposal that:

- A. Were known to the State before submission of the proposal;
- B. Were in the public domain through no fault of the State; or

- C. Became properly known to the State after submission of the proposal through other sources or through acceptance of the proposal.

K. COSTS ASSOCIATED WITH PROCUREMENT PROCESS

DFPS is not responsible for any of the costs incurred by Respondents for the development or submission of proposals, preparation and delivery of oral presentations, if requested by DFPS, modification to proposals, negotiation, or any other cost incurred by Respondents during this procurement process.

SECTION V

PLAN OF OPERATION

A. INSTRUCTIONS

As part of the overall proposal in response to this RFP, Respondents must complete and submit the required Plan of Operation template provided in Attachment A, Respondent Information and Plan of Operation Form.

The Plan of Operation constitutes 90 percentage points in the evaluation criteria and requires that the Respondent describe the services to be provided.

Respondents should assume that the readers of their proposals are not familiar with their specific agency, organization, or method of operation. The Plan of Operation should be written as if different reviewers will evaluate each section. The reader should be able to glean all necessary information from each section without having to refer to other sections of the plan.

Requests for information in the RFP must be answered fully, in order, and in accordance with the instructions specified.

B. REQUIRED COMPONENTS

All Respondents must complete and submit the required Plan of Operation template form provided in Attachment A.

Page Limits:

Project Summary - The one-page Project Summary is to be completed separately from the Plan of Operation template. Respondents may create a single or double spaced summary using standard word processing software (e.g., Microsoft Word). It must be inserted within the RFP response immediately prior to the Plan of Operation. It must include a brief description of the proposed evidence-based parent education curriculum(s), staffing plan, and any additional services to be provided. This summary is not part of the Plan of Operation 32-page limit.

The Plan of Operation section of the proposal may not exceed 32 pages (including both questions and responses on the Plan of Operation template form provided in Attachment A), the narrative of which must be typewritten and double-spaced.

Attachments - Attachments are not a part of the Plan of Operation 32-page limit.

Required Attachments:

Limited to one page per attachment -

- Organizational charts
- Resumes of existing staff (each resume is considered one attachment)
- Job descriptions for paid staff (each job description is considered one attachment)
- Current licenses and permits, if applicable
- Minimum qualifications for paid staff (information for each staff position is considered one attachment)
- Job descriptions for volunteer staff, if applicable (each job description is considered one attachment)
- A timetable or chart showing recruitment, hiring, and training of staff to support implementation of the proposed program, as well as program implementation plan
- Certified Computer Assurance Form, included in Attachment C

Not limited to one page -

- List of current funding sources OR statement attesting to not having any current funding sources
- List of funding sources over the past two years
- Two most recent monitoring/compliance/inspection reports from each funding agency, if applicable, OR statement that no monitoring/inspection has occurred
- A copy of the most recent audit including management letter OR a signed statement that no audit has been conducted within the last two years
- A logic model for each of the proposed parent education curriculum(a)
- Service area spreadsheet including service sites, counties served, families served, etc.
- A copy of supporting documentation in the form of studies, articles, printed website references or other documents that demonstrate program effectiveness and supports the evidence level for the proposed program(s)
- A copy of any proposed risk assessment to be used to assess the families' risk factors, if applicable
- A description of the Respondent's relationship with entities or organizations with whom the Respondent will collaborate or refer families to for additional services
- Memoranda of Understanding (MOUs) or letters of intent to collaborate, committing other organizations or entities to collaborate with your organization and provide program participants with services that would not be covered under the scope of this procurement, if applicable

- Proposed registration form if not using the DFPS form, to include all required fields.

The forms/templates for the Plan of Operation and Budget are mandatory forms and are the only forms of response that will be accepted. The Respondent MUST NOT alter the format of the forms.

The shaded sections of the Respondent's response forms will expand to accommodate the length of the response for each response item. However, the Plan of Operation may not exceed the maximum limit of 32 pages.

SECTION VI

BUDGET INFORMATION

A. INSTRUCTIONS

The cost of services will be used to evaluate each proposal. Respondents must complete and submit all budget pages and requested information contained in Attachment B, Form 2030, Budget for Purchase of Service Contracts. Proposals lacking the required information will be deemed non-responsive.

The proposed budget constitutes 10 percentage points in the evaluation criteria. Costs reflected in the proposed budget will be evaluated based on their appropriateness, reasonableness and allowability, relative to the proposed program services.

B. REQUIRED BUDGET COMPONENTS

1. Form 2030, Budget for Purchase of Service Contracts

DFPS anticipates that a maximum amount of **\$500,000** will be awarded through this procurement for the fourteen-month budget period beginning 7-1-09 and ending 8-31-10. Respondents must complete and submit **two separate budgets**, as follows, on the attached budget forms (Attachment B) and according to these instructions:

- First budget - for the period July 1, 2009 through August 31, 2009; and
- Second budget - for the period September 1, 2009 through August 31, 2010.

All budget pages must be submitted, even if the amount is \$.00. If the information requested on a page is not applicable, mark the page "NOT APPLICABLE." All proposed costs must be allowable in accordance with Texas Administrative Code sections 732.240 et. seq.

2. Budget Narrative

Respondents must include a budget narrative for each of the two budget periods mentioned above, thoroughly describing each line item and providing justification and explanation of all budgeted costs for the budget.

3. Cost Allocation Plan

A Respondent that provides services under multiple programs or contracts must submit a cost allocation plan to ensure all costs are allocated properly with particular attention to personnel, building costs, and equipment.

If the Respondent has more than one funding source or more than one program, a cost allocation plan is required to ensure all costs are allocated properly with particular attention to personnel, building costs and equipment. When line item costs are distributed among programs or cost centers, provide a description of the allocation methodology used, including specific program areas involved, justification of the allocation methodology, formulas, and a summary of the percentages of the costs charged all programs.

There is no page limit on cost allocation plans.

4. Indirect Costs

Indirect costs, if applicable, should be included on the summary budget page. OMB Circulars define indirect costs as “costs that cannot be identified specifically with a particular final cost objective and are incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved.” Indirect costs budgeted by the Respondent must be based on a rate previously approved by the Respondent’s cognizant Federal agency and a copy of the certification document must be submitted with the Budget Narrative. If the Respondent has no such approval, adequate documentation must be submitted which justifies the figures and methods used to arrive at a proposed indirect rate, which will be subject to approval by the DFPS contract manager during contract negotiations. For specific information on indirect costs and their computation, refer to the applicable Office of Management and Budget (OMB) Circulars A-87, A-110, or A-122.

C. INSTRUCTIONS FOR FORM 2030

The budget includes amounts for the following cost categories:

- 1A) Personnel Salaries**
- 1B) Personnel Fringe Benefits (employer’s share)**
- 2) Personnel Travel**
- 3) Materials and Supplies**
- 4) Equipment**
- 5) Other Costs**

Include on the budget forms anticipated expenses for the proposed service that will be provided for the two budget periods of 7-1-09 through 8-31-09, and 9-1-09 through 8-31-10. Use only the DFPS forms included in this RFP and do not amend the forms in any way.

The Summary Budget page and all of the budget cost category pages (except Personnel Salaries) have three (3) columns that allow Respondents to accurately reflect the cost of the proposed services: Total; Reimbursable; and Other. As budget amounts are entered and totaled in these columns of the specific cost category pages, the corresponding columns in the Summary budget page will automatically reflect said totals.

For each of the specific cost category pages, amounts shall be entered as follows:

Enter in Column A, "Total", the total costs related to the proposed services.

Enter in Column C, "Other", the amount of other funds, if any, such as local donations or unrestricted dollars, which are necessary for the implementation of the proposed services, but for which the Respondent will **not request reimbursement**. Donations or other no-cost extras not key to the services may be described in the narrative but should not be included in the Form 2030 budget. The sum of Column B and Column C should equal Column A.

Enter in Column B, "Reimbursable," all costs to be reimbursed through the contract and may be the same as the costs reflected in Column A. Column B equals the costs reflected in Column A reduced by the amounts entered in Column C.

Note: Respondents are not guaranteed funding at the maximum level.

1. SUMMARY BUDGET

The Summary Budget page information will fill in automatically as the individual budget cost category pages, i.e., Personnel – Salaries, Personnel – Fringe Benefits, etc., are completed.

2. BUDGET INFORMATION

(1A) Personnel Salaries

Position or Title - Enter the title for each position. These titles must match the job descriptions, organizational chart, and staffing narrative in your plan of operation. Indicate the positions that are part-time, and give the number of hours worked per week in the budget narrative. Also in the budget narrative, indicate your organization's definition of full-time employee (e.g. full time = 40 hours per week).

Column A Number of Staff - Enter the number of individuals per position, such as Program Director 1, Counselor 10, Mentor 2, etc. If several positions within a category (e.g. Counselor) are filled by employees making different salaries, each position at a different salary will be listed on a separate line. (Example: If Counselor I includes 3 employees at Salary Level \$1,800 per month, Counselor II includes 2 employees at Salary Level \$2,000 per month and Counselor III includes 1 employee at Salary Level \$2,200 per month, each of the three Salary Levels would appear as a separate line item.) Employees working either part-time or full time but less than 100% on the proposed services must be listed on separate lines.

Column B Average Monthly Salary - Enter the average monthly salary for each listed position, NOT necessarily the average full time salary. Since pay periods vary from agency to agency the average monthly salary should be calculated by dividing the annual salary by 12. If the position is less than 40 hours per week and therefore is considered part-time, enter the average monthly salary for that position. If Respondent's policy provides for staff salary increases and Respondent anticipates an employee receiving a salary raise during the year, figure the average monthly salary for the entire year based on the sum of the two salary figures for the number of months the employee will receive each salary. (Example: Counselor I will be upgraded to a Counselor II in March of 2010. The average salary of the Counselor would be based on six months of salary at \$1,800 and six months at \$2,000. The average salary would be entered as \$1,900.) This should be explained in the budget narrative.

Column C Percent of Time on Budgeted Job - Enter the percentage of time the person is working in the proposed services as opposed to the time working in other programs. Employees, full or part-time, working wholly within the budgeted program would be shown as 100%. Part time positions would be designated in the Position or Title Column. The Budget Narrative must identify how time is allocated for each position listed. Allocated time sheets must be maintained for all allocated

positions. When entering this figure into the Excel software program, the Respondent MUST include the % sign after the number.

Each part-time position allocated entirely to services provided pursuant to this RFP, and each full or part-time position allocated among multiple costs centers should be shown on separate lines and distinguished from full time employees dedicating 100% of their time to this program, even if they are filling comparable positions. (Example: One Counselor I works 20 hours per week 100% on this program. Average Monthly Salary is \$900 but % Time on Contract is 100%. List on a separate line from the other Counselor I positions. Another Counselor I works full time but only 50% of her/his time on this program. Average Monthly Salary \$1,800 but % Time on Contract is 50%. List also on a separate line from the other Counselor I positions.)

Column D Number Months Employed - Enter the number of months the position is projected to be filled during the contract period. If the Respondent has more than one employee in the same position at the same salary level, but they are employed for different periods (e.g. one for 9 months and one for 12 months), each employee is entered on a separate line.

Column E Total - Enter the total; the product of columns A x B x C x D for each line.

Column G Other - Enter the salary amount of staff to be spent on the contract but which will not be reimbursed through the contract.

Column F Reimbursable - Enter the amount to be reimbursed through the contract, e.g. the costs reflected in Column E reduced by the amounts entered in Column G.

(1B) Personnel Fringe Benefits (Employer's Share)

Type of Fringe Benefit - Enter under the column entitled "Fringe Benefits Based on (1A) Salaries Paid" the name of the fringe benefits and the detailed computations justifying the amounts budgeted. The following are examples of common fringe benefits and their required computations.

FICA (Federal Insurance Contributions Act – Social Security) - The amount budgeted for FICA is detailed as follows under the column entitled "Fringe Benefits Based on (1A) Salaries Paid."

FICA rate times (X) total salary (up to the minimum base for the current year) equals the respective amount budgeted.

TUCA (Texas Unemployment Compensation Act) - applicable rate (rate is assigned by TWC) multiplied by covered salaries.

Health Insurance - individual premium per month multiplied by number of covered employees multiplied by number of months. Each premium rate should be listed separately.

Worker's Compensation Insurance - Professional rate per \$100 X salaries; clerical rate per \$100 X salaries; maintenance rate per \$100 X salaries. Worker's Compensation is purchased through private insurance firms, which determine the appropriate employment classification and rates.

Pension Plan Contributions - Rate (depends on type of plan) multiplied by covered salaries (if all employees are NOT included, specify to whom it applies).

Accrual of Leave (i.e. annual or sick leave) - Rate per covered position per month.

Note: If some benefits apply only to some positions, these must be specified in the budget narrative.

(2) Personnel – Travel

Type of Expense - Enter the type of travel expense being budgeted, such as local mileage, per diem, out of town transportation, or lodging. Meals and lodging are computed on a cost-incurred basis.

Include in the budget narrative the purpose (destination and benefits to the program) of the travel. Include the detailed computations justifying the amounts budgeted. Include a description of positions authorized to travel, number of miles to be traveled per unit (month, trip, etc.), number of units, and rate of reimbursement per mile. Mileage should reflect actual miles traveled conducting official FSP (CBCAP) business.

Reimbursement for vehicle use, food and lodging is allowable at actual costs not to exceed the maximum travel reimbursement rates for State employees established by the State Comptroller and in effect at the time travel costs are incurred. These rates are currently \$0.55 per mile, up to \$36.00 per day for food, and up to \$85.00 per day for lodging (plus applicable taxes for lodging). Reimbursement for employees' meals is allowable only in conjunction with overnight travel of more than 50 miles

from their office and/or residence. Food and lodging may be budgeted based on provider policy up to the maximum state reimbursement rates, but must be billed on a cost-incurred basis within the approved budgeted amount. Providers who have written travel reimbursement policies cannot be reimbursed for more than the state travel rates, and if their rate is lower, can only budget/request reimbursement for that lower rate. Providers must utilize the same rate for all programs funded by DFPS. For providers whose policy includes travel advances, advances must be reconciled following the travel and the bill to DFPS must represent the reconciled actual cost. Reimbursement rate information can be accessed at <http://cpa.state.tx.us/comptrol/texastra.html>.

Budgeted costs must include but do not have to be limited to expenses to cover travel reimbursement for staff to attend a three-day statewide CBCAP meeting and 9th Annual Partners in Prevention Training Conference in Austin in the Fall of 2009 as well as a two-day conference in Austin in the Spring of 2010. Costs for two staff should be budgeted to attend each meeting.

Note: The Division of Prevention and Early Intervention will host its 9th Annual Partners in Prevention Training Conference in Austin in the fall of 2009. For more information about the conference, please see the conference website at: http://www.dfps.state.tx.us/Prevention_and_Early_Intervention/Partners_in_Prevention_Conference/default.asp

(3) Materials & Supplies

Material or supplies are items with a unit cost less than \$5,000 and a useful life of less than one year, necessary to carry out the project. This includes general office supplies, maintenance supplies, program supplies, and any equipment items with a purchase price below the lesser of \$5,000 or the capitalization threshold of the provider, per item.

For each of the supply categories used (office supplies, kitchen/maintenance supplies, program supplies, etc.) enter the detailed computations yielding the respective amounts budgeted. The basis for all estimates and detailed description of items must be addressed in the budget narrative.

In contrast to materials and supplies, **controlled assets** are items with an acquisition cost of less than \$5,000 but with a useful life **greater** than one year. These items are considered high risk and have a high potential for loss; therefore, controlled assets must be maintained in a contractor's inventory system and tagged accordingly based on specified acquisition

costs. Controlled assets include, but are not limited to: video equipment, TVs, VCRs, and laptop computers.

Following are examples of descriptions for amounts budgeted for consumable supplies:

Example:

Office Supplies including but not limited to folders, paper, pens, copier toner, paper clips and staples. Based on historical usage the cost is \$75 per staff member per year x 2.96 FTEs = \$222.00

Maintenance and Cleaning Supplies including but not limited to soap, wax, paper products, mops, cleaning products. Based on last year's cost for similar program plus 10% projected price increase = \$740.00

(4) Equipment

OMB Circular A-122, Attachment B, 15, A. (1), defines equipment as follows: "Equipment means an article of non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of (a) the capitalization level established by the organization for the financial statement purposes, or (b) \$5,000.

Written approval from DFPS is required prior to purchase of equipment costing \$5,000 or more per item. A request to purchase such an item of equipment must include the provider's legal name, the contract number, a brief description of each item included in the request; and a brief description of the proposed basis for procuring each item (e.g., competitive bid, market price, etc.).

Description and Basis for Valuation - Enter the quantity and description of each item budgeted. Unless otherwise stated, the basis of valuation is assumed to be the cost basis.

Method Used - Enter the method used to acquire the listed equipment. Equipment may be purchased or leased (without the intention of an eventual purchase). Copies of lease agreements must be viewed by the contract manager and kept on file by the agency. Equipment cannot be leased if the cost of leasing exceeds the cost of purchase over the life of the contract. If the agency already owns items of equipment or if items of equipment to be purchased cost \$10,000 or more per unit, a depreciation or use charge can be budgeted.

The following are examples of budgeting for equipment items:

Example:

DESCRIPTION AND BASIS FOR VALUATION	METHOD	TOTAL
One (1) copy machine Model SE54	Purchased	\$8,000
One (1) Copier Canon NP 6050	Leased	\$600 @ \$50 per month (valued at \$9,000)

(5) Other Costs

Description and Basis For Cost - Enter a description of items that do not fit under any other cost category, such as facility rental costs, telecommunications costs, utility costs, printing costs, indirect costs, and costs for subcontracted services.

Examples:

Telephones – Phones for 5 staff members at a base cost of \$30 per month per line, 5 lines total, and \$15 for long distance charges per month per staff person. Long distance charges are based on historical usage.

Facility rental – Total office space is 3,000 square feet and is .70 cents per square foot. Monthly rent is \$2100. Eight hundred square feet is utilized by 5 FTEs.

SECTION VII

EVALUATION

A. SCREENING

DFPS will screen all proposals according to the evaluation process discussed in this section.

B. NON-RESPONSIVE PROPOSALS

1. A proposal will be considered non-responsive and will not be considered further when any of the following conditions occurs:
 - a. The proposal is received after 3:00 p.m. Central Time on **May 8, 2008.**
 - b. Significant portions of the Respondent's response are not typewritten and clearly legible.
 - c. The Respondent's request for DFPS funds exceeds allowable amounts.
 - d. The Respondent fails to meet major RFP specifications, including submission of all required documentation.

The following struck language is deleted effective April 28, 2009.

- e. ~~The Respondent engages in prohibited communications as described in Section I (B).~~
- f. ~~The Respondent is not eligible under Section III (A).~~

The following underlined language is added effective April 28, 2009.

- e. The Respondent engages in prohibited communications as described in Section III (B).
 - f. The Respondent is not eligible under Section II (A).
2. If no responsive offers are received, DFPS may award a contract based on noncompetitive negotiations.

C. MINOR IRREGULARITIES

DFPS may correct any clerical mistakes, apparent from the context, before the award. DFPS will first obtain verification of what was actually intended from the Respondent. Before the contract award, the Respondent may be given an opportunity to correct any deficiency in a proposal resulting from a minor irregularity. DFPS may disregard the mistake rather than request correction if disregarding it is advantageous to DFPS and does not affect the competitiveness of other proposals.

D. EVALUATION OF RESPONSIVE PROPOSALS

The Respondent must provide full, accurate, and complete information as required by this solicitation. All responsive proposals will be evaluated based on the services to be provided using criteria specified in this RFP. If more than one responsive proposal is received, an evaluation committee will review and evaluate the proposals.

E. VALIDATION OF PROPOSALS

As part of the evaluation process, DFPS staff may choose to validate any aspect of the proposal. Validation may consist of, but not be limited to, on-site visits, review of records, and confirmation of the information with the Respondent and third parties.

F. BEST VALUE FACTORS

In accordance with 1 TAC §391.131, best value factors have been incorporated into deliverables and evaluation criteria, for example:

1. the extent to which the services meet the needs of DFPS as reflected within the individual specifications;
2. the price; and
3. Indicators of probable vendor performance under the contract such as qualifications, past vendor performance, the vendor's financial resources and ability to perform, and the vendor's experience and responsibility.

G. COMPETITIVE FIELD DETERMINATIONS

DFPS may determine that certain proposals are within the field of competition for admission to discussions. The field of competition consists of the proposals that

are evaluated as representing best value options to the State and are susceptible to being made a candidate for award of a contract. DFPS may, in the interest of administrative efficiency, place reasonable limits on the number of proposals admitted to the field of competition. DFPS is not required to utilize a competitive field determination process if, in the best interest of the State, DFPS can award the contract to a Respondent whose proposal demonstrates the best value for DFPS and the State.

H. ORAL PRESENTATIONS AND SITE VISITS

DFPS, at its sole discretion, may request oral presentations, site visits, and/or demonstrations from one or more Respondents admitted to the field of competition. DFPS will notify selected Respondents of the time and location for these activities, and may supply agendas or topics for discussion. DFPS reserves the right to ask additional questions during oral presentations, site visits, and/or demonstrations to clarify the scope and content of the written proposal, oral presentation, site visit, or demonstration.

I. DISCUSSIONS WITH RESPONDENTS

DFPS may, but is not required to, conduct discussions with all, some, or none of the Respondents admitted to the field of competition for the purpose of obtaining the best value for DFPS. DFPS may conduct discussions or require written communications for the purpose of:

1. Obtaining clarification of ambiguities in a proposal;
2. Requesting modifications to a proposal; or
3. Obtaining a best and final offer.

DFPS may make an award prior to the completion of discussions with all Respondents admitted to the field of competition if DFPS reasonably determines that the award represents best value for DFPS and the State.

J. BEST AND FINAL OFFERS

DFPS may, but is not required to, permit Respondents admitted to the field of competition to prepare best and final offers. For this reason, Respondents are encouraged to submit original proposals as best and final offers.

K. WEIGHTED RATINGS

The weights assigned to each section of the Plan of Operation and to the Proposed Budget are as follows:

Plan of Operation

Service Area	10%
Population Served	15%
Program Description	20%
Evidence of Parent Education Curriculum Effectiveness	20%
Organizational Capacity and Experience	10%
Staffing and Volunteers	10%
Historical Performance	<u>5%</u>
	90%

Cost of Service

Proposed Budget	<u>10%</u>
Total	100%

The following underlined language is added effective April 28, 2009.

For additional information on how responses will be scored by reviewers for this RFP, the Scoring Template can be found as Attachment E and the Evaluation Scoring Form Guidelines and Checklists can be found as Attachment F to this RFP.

L. NEGOTIATIONS WITH SELECTED RESPONDENTS

DFPS has sole discretion to negotiate with any and all of the Respondents admitted to the field of competition. The purpose of these negotiations will be the development of a final contract with the DFPS.

M. NOTIFICATION OF CONTRACT AWARDS

The contract award will be posted on the Electronic State Business Daily on or before **July 6, 2009**. All proposals are confidential prior to a contract being awarded.

SECTION VIII

ATTACHMENTS

All required forms are attached to this procurement.

Attachment A contains the Respondent Information Form and the Plan of Operation template that are in Microsoft Word format.

Attachment B contains the Form 2030, Budget Information, which is in Microsoft Excel format.

Attachment C contains required forms that are in Microsoft Word format.

Attachment D contains additional information regarding the requirements of this RFP. The standard DFPS contract boilerplate, Form 2282, is included for informational purposes only and does not need to be returned as part of a Respondent's proposal.

Attachment E contains the Evaluation Scoring Form