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| <b>MAILING ADDRESS:</b><br>STATE OF UTAH<br>DEPARTMENT OF HUMAN SERVICES<br>BUREAU OF CONTRACT MANAGEMENT<br>120 NORTH 200 WEST RM 213<br>SALT LAKE CITY, UTAH 84103<br>TELEPHONE (801) 538-4384<br><br><b>HAND DELIVERY ADDRESS:</b><br>STATE OF UTAH<br>DEPARTMENT OF HUMAN SERVICES<br>ATTN: ROSEMARY FRENCHWOOD,<br>PURCHASING AGENT<br>FIRST FLOOR INFORMATION DESK<br>120 NORTH 200 WEST<br>SALT LAKE CITY, UTAH 84103 | <b>Request for Proposals<br/>Coversheet</b><br><br><b>(Open Ended RFP)</b><br><br> | Solicitation #: <b>DHS90405</b><br><br>Publication Date:<br><br><b>INITIAL DUE<br/>DATE:</b> | <b>March 26, 2007</b><br><br><b>Tuesday, April<br/>11, 2007, @ 3:00<br/>P.M.</b> |
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The following information is included in this solicitation: General Information, Service Requirements and Expectations, Response Format And Content Requirements, Evaluation Criteria, and various Attachments. **Please review all information and documents carefully before preparing your response, including this Coversheet (all three pages).**

**This Coversheet must be completed, signed, and the original returned with Offeror's Response. The coversheet is a three page document. Please read the entire document before signing the front! (If completed by hand, please print except where a signature is required.)**

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| Offeror's Business Name (Please provide full legal name including dba when appropriate)                                                                                                                                                                                                                                                                                                                                                  |                                                                                                     | Federal Tax Identification Number |          |
| Street and Mailing Address of Offeror's Business Office                                                                                                                                                                                                                                                                                                                                                                                  | City                                                                                                | State                             | Zip Code |
| Billing Address for Contract Payments Should a Contract be Awarded                                                                                                                                                                                                                                                                                                                                                                       | City                                                                                                | State                             | Zip Code |
| Business Telephone Number (including area code)                                                                                                                                                                                                                                                                                                                                                                                          | Name and Title of Contact Person                                                                    |                                   |          |
| E-mail Address                                                                                                                                                                                                                                                                                                                                                                                                                           | Contact Person's Telephone Number (including area code)                                             |                                   |          |
| Organization Type (check one):<br><br><input type="checkbox"/> Individual<br><input type="checkbox"/> For-Profit Corporation<br><input type="checkbox"/> Not-for-Profit Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Sole Proprietorship<br>Limited Liability Company: <input type="checkbox"/> Sole Proprietor<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Government Agency | Name of Person Authorized to Represent Offeror in any Negotiations and to Sign any Contract Awarded |                                   |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                          | Title of Authorized Representative                                                                  |                                   |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                          | Authorized Representative's Telephone Number (including area code)                                  |                                   |          |
| Signature of Offeror's Authorized Representative<br><br><hr/> (Please sign in <b>colored</b> [not black] ink!)                                                                                                                                                                                                                                                                                                                           | Date<br><br><hr/>                                                                                   |                                   |          |

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**Changes or Modification to Procurement:**

Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the Bureau of Contract Management. Any other form is not binding. Providers submitting a response on any information other than which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

## REQUEST FOR PROPOSAL (RFP) - INSTRUCTIONS AND GENERAL PROVISIONS

**1. RFP PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete RFPs may be rejected. (g) This RFP may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all RFPs must include complete manufacturer's descriptive literature. (i) By signing the RFP the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

**2. SUBMITTING THE RFP:** (a) The RFP must be signed in ink, sealed, and delivered to the DEPARTMENT OF HUMAN SERVICES, BUREAU OF CONTRACT MANAGEMENT, 120 North 200 West, Room 213, Salt Lake City, UT 84103. Hand-delivered RFPs shall be left at the Department of Human Services (DHS), First Floor Information Desk at the above-stated address. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) RFPs, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your RFP will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of RFPs to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the RFP for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the RFP and accepted by DIVISION. (e) By signing the RFP the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this RFP including all terms and conditions.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any RFP will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. RFPs submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit RFPs determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from RFPs submitted by a competing offeror.

**6. DHS APPROVAL:** Contracts written with the State of Utah, as a result of this RFP, will not be legally binding without the written approval of either State Procurement or the DHS Purchasing Agent.

**7. AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose RFP is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any or all RFPs. And it can waive any informality, or technicality in any RFP received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open RFPs publicly, identifying only the names of the offerors. RFPs and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of RFPs shall be established. The **register** shall be open to public inspection, but the RFPs will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the RFPs. The register and contract awards are posted under "Vendor Info" at [www.purchasing.utah.gov](http://www.purchasing.utah.gov). The RFP(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

**8. ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**9. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**11. GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

(Revision 12 Jan 2006 - RFP Instructions)

**OPEN-ENDED REQUEST FOR PROPOSALS  
UTAH STATE DEPARTMENT OF HUMAN SERVICES  
DIVISION OF CHILD AND FAMILY SERVICES**

**DHS RFP # DHS90405**

**I. PURPOSE**

This document is a Request for Proposals (REQUEST) issued on behalf of the Utah State Department of Human Services, Division of Child and Family Services (DHS/DCFS). The purpose of the REQUEST is to enter into an open-ended contract with qualified Offerors to provide foster care services to children in the custody of DHS/DCFS when they are: 1) the baby of a child in DHS/DCFS custody, the mother is placed in a residential level of care and it is in the baby's best interest to be placed with the mother; 2) a child placed in a "home-based" residential level of care who no longer requires that level of care but it is in the child's best interest to remain in the same home that has been providing the "home based" residential level of care; and, 3) as approved by the DHS/DCFS Regional Director, other children in DHS/DCFS custody, who, because of a special circumstance it is in their best interest to be placed with a residential care provider when the child doesn't require a residential level of care.

This REQUEST is designed to provide interested Offerors with sufficient information to prepare a Response that will meet the minimum requirements of the REQUEST. However, it is not intended to limit or exclude content or data deemed relevant or essential by the Offeror.

**II. GENERAL INFORMATION**

**A. ISSUING OFFICE AND REQUEST REFERENCE NUMBER**

The Department of Human Services (DHS), Bureau of Contract Management (BCM) is the Issuing Office for this REQUEST and all related addenda. The above-identified reference number (DHS RFP#) for this REQUEST must be referred to on all Responses submitted by Offerors as well as all related correspondence and documentation.

**B. CONTACT INFORMATION**

All questions regarding this REQUEST must be submitted to the Requesting Agency by posting the written question via the electronic system on which this REQUEST is published. Questions received by other methods of communication will not be considered.

**C. ELIGIBILITY**

To be eligible, an Offeror must have a current DHS/DCFS contract for one of the following levels of care: Individual Residential Care (DIR); Independent Living Residential Care (DLR); Family Based Residential Care (DFB); Family Based Residential Care – Mental Health (DFM). The Contractor must also have a current Residential Treatment, Residential Support or Child Placing Agency license from the Department of Human Services Office of Licensing.

**D. CONTRACT PERIOD**

It is anticipated that this REQUEST will result in multiple contract awards. Contracts awarded pursuant to the REQUEST will be written for a period of up to 3 years, commencing on or after July 1, 2007 and terminating no later than June 30, 2010, (in no event will the effective date of any contract entered into pursuant to this REQUEST precede the date the contract is awarded).

**E. CONTRACT AMOUNT**

Contracts awarded under this REQUEST will be paid based on service rates established by DHS with no set maximum amount.

F. SUBMISSION OF RESPONSES

Responses will be accepted up to 6 months prior to the expiration date of this REQUEST. However, Offerors desiring a contract effective the first possible commencement date shall submit **one original, plus 4 hard copies identical to the original** of their Response to the location below on or before the initial submission date stated below. **Faxed Responses will not be accepted.**

**Mailing Address:**

Department of Human Services  
Bureau of Contract Management  
Attention: Rosemary Frenchwood, Purchasing Agent  
120 North 200 West, Room #213  
Salt Lake City, UT 84103

**Hand-Delivery Address:**

Department of Human Services  
Attention: Rosemary Frenchwood, Purchasing Agent  
First Floor Information Desk  
120 North 200 West  
Salt Lake City, Utah

All costs incurred in the preparation and submission of Responses and/or Addenda pursuant to this REQUEST are the responsibility of the Offeror and will not be reimbursed. In addition, all materials submitted become the property of the State of Utah and will not be returned.

G. ADDENDA TO RESPONSES

An addendum to a Response, including an addendum to add new services to a contract previously awarded under this REQUEST, will be accepted at any time during the time the REQUEST is open. Addenda must be submitted to the DHS Purchasing Agent, Rosemary Frenchwood at the above address. **Faxed addenda will not be accepted.**

H. INITIAL SUBMISSION DATE AND REQUEST EXPIRATION DATE

**The initial submission date for Responses is Tuesday, April 11, 2007 @ 3:00 p.m.** Offerors seeking the earliest possible review of their Responses must submit them **on or before 3:00 p.m. Mountain Standard Time on this date.** Responses received after the initial submission date stated above will be reviewed as stated in Paragraph J below.

**This REQUEST will expire on June 30, 2010** unless rescinded earlier at the discretion of the Requesting Agency. Responses will be accepted for consideration for the award of a contract until January 1, 2010.

I. REGISTRATION OF RESPONSES

The Issuing Office will open and register all Responses received. The names of registered Offerors are public information.

J. EVALUATION OF RESPONSES

All registered Responses shall be reviewed and evaluated by the Requesting Agency after the initial submission date stated in Paragraph H above. Responses shall be evaluated against the criteria stated in Part V of this REQUEST. Responses received after the initial submission date will be evaluated periodically at the Requesting Agency's discretion.

K. AWARD OF CONTRACTS AND SERVICE SELECTION

1. The award of contracts pursuant to this REQUEST will be made in accordance with the evaluation criteria stated in this REQUEST.
2. The award of a contract under this REQUEST **is not a guarantee** that the Offeror/Contractor will be requested to provide any services.
3. The Requesting Agency reserves the right to select the most appropriate contractor to provide services from among those awarded contracts.

L. STANDARD CONTRACT TERMS AND CONDITIONS

All contracts resulting from this REQUEST will be prepared using the DHS Service Contract format. A copy of the DHS Service Contract boilerplate may be viewed at [www.hsofo.utah.gov/services\\_contract\\_forms.htm](http://www.hsofo.utah.gov/services_contract_forms.htm).

The State of Utah and DHS reserve the right to make changes to the DHS Service Contract at any time prior to the time a contract is executed with an Offeror. Contracts are subject to the written approval of the DHS Purchasing Agent and are not binding on the Offeror until such written approval is obtained. Upon written contract approval the Offeror will be referred to as "Contractor".

M. PROPRIETARY INFORMATION

The Responses of successful and unsuccessful Offerors are public information, except for trade secrets and business confidential information as allowed by the Government Records Access and Management Act (GRAMA), Utah Code § 63-2-308. This means that any individual or entity desiring to do so may review the Response. Proprietary information contained in a Response can be protected under limited circumstances (the service elements of a proposal are not considered proprietary and must not be designated as such). Any specific proprietary information contained in an Offeror's Response that the Offeror wants protected must be clearly identified and highlighted in the body of the original Response. In addition, Offerors must submit a justification statement explaining why the highlighted information is protected. It is unacceptable to designate an entire Response as proprietary! Responses not identifying any proprietary information will be released in their entirety.

N. RESERVATION OF RIGHTS

The Requesting Agency reserves the right to reject any or all Responses received or to withdraw this REQUEST at any time. Furthermore, if only one Response to this REQUEST is received, the Requesting Agency may ask the Issuing Office to either make an award or re-solicit for the purpose of obtaining additional Responses.

### **III. SCOPE OF WORK**

#### **A. General Description of the Population Served by the Contractor:**

Children to be served through this contract must be in DHS/DCFS custody, require Foster Care Level I (basic), Foster Care Level II (specialized) or Foster Care Level III (structured foster care) and meet one of the following criteria: 1) a baby, whose mother is in DHS/DCFS custody, the mother requires a residential level of care and it is in the baby's best interest to be placed in the same home as the mother; 2) a child placed in a residential level of care who no longer requires that level of care but it is in the child's best interest to remain in the home that had been providing the residential level of care; 3) as approved by the DHS/DCFS Regional Director, other children in DHS/DCFS custody, who, because of a special circumstance it is determined to be in their best interest to be placed with a residential care provider when they don't require a residential level of care.

In accordance with Utah Code §§ 62A-2-120 through 122, or Utah Administrative Code, Rule R501-14, staff working in an employment or volunteer capacity shall pass the criminal background checks conducted by the DHS, Office of Licensing (DHS/OL) annually. Any direct-care service worker or volunteer who has lived outside the State of Utah for a period greater than four (4) weeks during the preceding five (5) years, shall pass a Federal Bureau of Investigation Nationwide Criminal Background check consistent with current DHS/OL requirements. See <http://rules.utah.gov/publicat/code/r501/r501-14.htm>.

#### **B. Foster Care Level I (Basic Foster Care)**

Foster Care Level I is for children who may have mild to moderate medical or medically needy, psychological, emotional, or behavioral problems, who require parental supervision and care. Foster Care Level I services include providing room, board, clothing and meeting all other basic needs. This is typically a baby of a client in DHS/DCFS custody where the mother is placed in a residential level of care and it is in the baby's best interest to be placed with the mother.

##### **1. Contractor's Qualifications:**

a). To be eligible to provide Foster Care Level I the Contractor must have a current DHS/DCFS contract for one of the following levels of care: Individual Residential Care (DIR); Independent Living Residential Care (DLR); Family Based Residential Care (DFB); Family Based Residential Care – Mental Health (DFM). The Contractor must also have a current Residential Treatment, Residential Support or Child Placing Agency license from the Department of Human Services Office of Licensing. Providers will ensure that all staff and all direct care staff complete any initial or annual training(s) that are required for DFB, DIR, DLR, DFM, or DPG service codes.

##### **2. Treatment or Service Requirements:**

a. The Contractor shall provide the following services or ensure provision of foster care in a secure, healthy setting which includes food, shelter, supervision, personal care, and transportation for such children as the DHS/DCFS and Contractor mutually determine shall be placed with the Contractor.

b. The Contractor shall provide instruction to the teen parent in proper guidance, modification of inappropriate behavior, and supervision of their activities with the child.

c. The Contractor shall use only constructive discipline and not use nor permit the use of corporal punishment such as spanking.

d. The Contractor shall actively participate in the development of DHS/DCFS treatment plans and DHS/DCFS treatment planning conferences such as Child and Family Team Meetings and comply with the goals and objectives of the treatment plan.

e. The Contractor shall keep confidential all information shared with the Contractor by the treatment team except information to be shared with medical providers, therapists and other professionals providing services to the client.

f. The Contractor shall report immediately any irregular behavior, apparent illness, bodily injury or psychiatric episode of the client to DHS/DCFS caseworker.

g. The Contractor shall be responsible for seeing that medical treatment is properly provided and to

accompany the client to all medical examinations.

h. The Contractor shall be committed to keep children without disruption until permanency has been accomplished or as long as needed. If a change in placement is required, the terms of the Contractor's residential contract shall apply.

i. The Contractor shall understand and accept the natural parent's right to visit the client and to cooperate in arranging and carrying out such visits.

j. The Contractor shall complete and maintain the Home-to-Home Placement Information Record and to return the record to the DHS/DCFS caseworker when the client leaves the Contractor's facility.

3. Staff-to-Client Ratio:

a. If services are provided in a foster home, the home may have no more than six children under age of 18 residing in the home including the children of the foster/treatment parents. In addition:

1. There may be no more than four youth in the home that are unrelated to the foster parents including the youth in State custody;

2. There may be no more than two infants or non-ambulatory children in the home including infants/children of the treatment parents;

3. There must be at least one foster parent who is available to provide daily care and supervision, who is available to respond immediately to an emergency and be on-site (but not necessarily awake) during nighttime sleeping hours.

b. For services provided in a residential support or residential treatment facility, the program will have at a minimum a one to four staff to client ratio at all times except nighttime sleeping hours. Awake nighttime supervision is not required. Staff must be on site at all times youth are present and immediately available in emergency situations. If the program has a mixed gender population, there will be at least one male and one female staff on duty.

4. Special Record Keeping Requirements:

a. The Contractor shall have available for review documentation of licensure from the DHS Office of Licensing as a Residential Treatment, Residential Support or Child Placing Agency license.

b. The Contractor shall maintain copies of all purchase service authorization forms and forward a copy to the DHS/DCFS Contract Specialist within 5 days of admission or change in the level of care.

c. The Contractor shall maintain copies of treatment plans in the client's traveling files. Evidence of the Contractor's compliance with this objective shall be documented by the signature of the Contractor's staff (typically the foster parent) on the treatment plan. The Contractor's involvement in the treatment planning process and cooperation with the goals and objectives of the treatment plan shall also be documented in the caseworker's reports.

d. The Contractor shall document any incidents in the client traveling file. An incident involves acts that may jeopardize either the client's safety and well-being or the safety and well-being of those around the client. Examples or incidents may include but are not limited to, a client running away or getting into an altercation with the provider or another child in the home. Documentation must include the date, circumstances of the incident, and date reported to DHS/DCFS including the name of the person contacted.

e. The Contractor shall maintain documentation of all medical, dental, and mental health services and report all visits to client's designated Fostering Healthy Children nurse. At a minimum the documentation shall include the name of the Contractor, the name of the Medical Health provider, date of service, and a summary of treatment services. Documentation shall be maintained in the client's traveling file.

f. The Contractor shall maintain documentation on the discharge status of all children served through this contract, i.e., where the children were placed upon discharge and the circumstances of the discharge.

g. Dates and summaries of weekly visits with client's mother, father, and siblings shall be documented in the traveling file. If visits did not occur, reasons for not having visits will also be documented.

When the court has determined visits are not in the client's best interest, the documentation shall specify which family member(s) is restricted, and the duration and nature of the court-ordered restriction.

h. The Contractor shall maintain the traveling file at the client's place of residence. The Contractor shall update this file as necessary and return the file to the DHS/DCFS caseworker when the client is discharged from their facility. If the Contractor does not receive the client's traveling file prior to or on the day of the client's admission to the program, the Contractor shall immediately contact the DHS/DCFS caseworker to request the file. Failure to receive the file does not relieve the Contractor of the responsibility to maintain the required information at the client's place of residence.

i. The Contractor shall keep records of dates of placements, billings, payments, clothing receipts and other financial matters.

5. Other Conditions:

a. The daily rate includes a personal needs allowance for the client of \$ 2.03 per day. The Contractor shall provide \$2.03 per day for each client for clothing, hair care, allowance, and personal incidentals. A minimum of \$41.00 per month of the personal needs allowance shall be expended for clothing for the client (the amount shall be prorated when the client is in placement only a portion of the month). The personal needs allowance may not be used to pay fines or to reimburse the Contractor for damage caused by the client unless approved by the DHS/DCFS caseworker. The Contractor shall maintain records documenting expenditures for each client. At the time of discharge, any remaining funds shall be reimbursed to DHS/DCFS and documented in the client's record of expenditures.

b. The Contractor shall use foster care payments as established in policy for paying costs of room and board, clothing, hair care and personal incidentals of any foster child placed with the Contractor by the DHS/DCFS.

**C. Foster Care Level II (Specialized Foster Care)**

Foster Care Level II is for a child who may be physically disabled, developmentally delayed, medically needy or medically fragile, or have a serious emotional disorder (SED). This includes children who have one or more of the following conditions: severely withdrawn, suicidal; hyperactive; fire-setter; destructive; substance abuse problems; inability to form relationships; inappropriate response and emotional expression; physically handicapped and require special meal planning, bathing, feeding, medication for special problems, and frequent or regular visits to the doctor; developmentally disabled, requiring "special" educational or medical attention; other serious problems that are documented by the DHS/DCFS screening committee.

The provision of parental supervision and care for a child in custody who requires a more intensive level of care and supervision from the foster parent and is intended for children with special needs. Foster Care Level II is not intended for children that require daily or continuous mental health intervention (e.g. Skills Development Services) in the placement setting.

1. Contractor's Qualifications:

To be eligible to provide Foster Care Level II the Contractor must have a current DHS/DCFS contract for one of the following levels of care: Individual Residential Care (DIR); Independent Living Residential Care (DLR); Family Based Residential Care (DFB); Family Based Residential Care – Mental Health (DFM). The Contractor must also have a current Residential Treatment, Residential Support or Child Placing Agency license from the Department of Human Services Office of Licensing (DHS/OL). Providers will ensure that all staff and all direct care staff complete any initial or annual training(s) that are required for DFB, DIR, DLR, DFM, or DPG service codes.

2. Treatment or Service Requirements:

a. The Contractor shall provide the following services or ensure provision of foster care in a secure, healthy setting which includes food, shelter, transportation, supervision, and personal care for such children as the DHS/DCFS and Contractor mutually determine shall be placed with the Contractor

b. The Contractor shall use only constructive discipline and not use nor permit the use of corporal punishment such as spanking.

- c. The Contractor shall actively participate in the development of DHS/DCFS treatment plans and DHS/DCFS treatment planning conferences such as Child and Family Team Meetings and comply with the goals and objectives of the treatment plan.
- d. The Contractor shall keep confidential all information shared with the Contractor by the treatment team except information to be shared with medical providers, therapists and other professionals providing services to the client.
- e. The Contractor shall report immediately any irregular behavior, apparent illness, bodily injury or psychiatric episode of the client to DHS/DCFS caseworker.
- f. The Contractor shall be responsible for seeing that medical treatment is properly provided and to accompany the client to all medical examinations.
- g. The Contractor shall be committed to keep children without disruption until permanency has been accomplished or as long as needed. If a change in placement is required, the terms of the Contractor's residential contract shall apply.
- h. The Contractor shall understand and accept the natural parent's right to visit the client and to cooperate in arranging and carrying out such visits.
- i. The Contractor shall complete and maintain the Home-to-Home Placement Information Record and to return the record to the DHS/DCFS caseworker when the client leaves the Contractor's facility.

3. Staff-to-Client Ratio:

- a. If services are provided in a foster home, the home may have no more than six children under age of 18 residing in the home including the children of the foster/treatment parents. In addition:

- 1. There may be no more than four youth in the home that are unrelated to the foster parents including the youth in State custody;
- 2. There may be no more than two infants or non-ambulatory children in the home including infants/children of the treatment parents;
- 3. There must be at least one foster parent who is available to provide daily care and supervision and who is available to respond immediately to an emergency and be on-site (but not necessarily awake) during nighttime sleeping hours.

- b. For services provided in a residential support or residential treatment facility, the program will have at a minimum a one to four staff to client ratio at all times except nighttime sleeping hours. Awake nighttime supervision is not required. Staff must be on site at all times youth are present and immediately available in emergency situations. If the program has a mixed gender population, they will have at least one male and one female staff on duty.

4. Staff Training Requirements:

- a. Contractors may be asked to complete additional trainings by DHS/DCFS in order to help meet the individual needs of a Foster Care Level II client placed in their home. Individual needs may include but are not limited to meeting the needs of a client who may be physically disabled, developmentally delayed, medically needy or medically fragile, or have a serious emotional disorder (SED). This includes children who have one or more of the following conditions: severely withdrawn, suicidal ideation; hyperactive; destructive; minimal substance abuse problems; inability to form relationships; inappropriate response and emotional expression; physically handicapped and require special meal planning, bathing, feeding, medication for special problems, and frequent or regular visits to the doctor; developmentally disabled, requiring "special" educational or medical attention; other serious problems that are documented by the DHS/DCFS screening committee

5. Special Record Keeping Requirements:

- a. The Contractor shall have available for review documentation of licensure from the DHS/OL for Residential Treatment, Residential Support or Child Placing Agency.

- b. The Contractor shall maintain copies of all purchase service authorization forms and forward a copy to the DHS/DCFS Contract Specialist within 5 days of admission or change in the level of care.
- c. The Contractor shall maintain copies of treatment plans in the client's traveling files. Evidence of the Contractor's compliance with this objective shall be documented by the signature of the Contractor's staff (typically the foster parent) on the treatment plan. The Contractor's involvement in the treatment planning process and cooperation with the goals and objectives of the treatment plan shall also be documented in the caseworker's reports.
- d. The Contractor shall document any incidents in the client's traveling file. An incident involves acts that may jeopardize either the client's safety and well-being or the safety and well-being of those around the client. Examples or incidents may include but are not limited to, a client running away or getting into an altercation with the provider or another child in the home. Documentation must include the date, circumstances of the incident, and date reported to DHS/DCFS including the name of the person contacted.
- e. The Contractor shall maintain documentation of all medical, dental, and mental health services and report all visits to client's designated Fostering Healthy Children nurse. At a minimum the documentation shall include the name of the Contractor, the name of the Medical Health provider, date of service, and a summary of treatment services. Documentation shall be maintained in the client's traveling file.
- f. The Contractor shall maintain documentation on the discharge status of all children served through this contract, i.e., where the children were placed upon discharge and the circumstances of the discharge.
- g. Dates and summaries of weekly visits with client's mother, father, and siblings shall be documented in the traveling file. If visits did not occur, reasons for not having visits will also be documented. When the court has determined visits are not in the client's best interest, the documentation shall specify which family member(s) is restricted, and the duration and nature of the court-ordered restriction.
- h. The Contractor shall maintain the traveling file at the client's place of residence. The Contractor shall update this file as necessary and return the file to the DHS/DCFS caseworker when the client is discharged from their provider's home. If the Contractor does not receive the client's traveling file prior to or on the day of the client's admission to the program, the Contractor shall immediately contact the DHS/DCFS caseworker to request the file. Failure to receive the file does not relieve the Contractor of the responsibility to maintain the required information at the client's place of residence.
- i. The contractor shall keep records of dates of placements, billings, payments, clothing receipts and other financial matters.

6. Other Conditions:

- a. The daily rate includes a personal needs allowance for the client of \$2.03 per day. The Contractor shall provide \$2.03 per day for each client for clothing, hair care, allowance, and personal incidentals. A minimum of \$41.00 per month of the personal needs allowance shall be expended for clothing for the client (the amount shall be prorated when the client is in placement only a portion of the month). The personal needs allowance may not be used to pay fines or to reimburse the Contractor for damage caused by the client unless approved by the DHS/DCFS caseworker. The Contractor shall maintain records documenting expenditures for each client. At the time of discharge, any remaining funds shall be reimbursed to DHS/DCFS and documented in the client's record of expenditures.
- b. The Contractor shall use foster care payments as established in policy for paying costs of room and board, clothing, hair care and personal incidentals of any foster child placed with the Contractor by the DHS/DCFS.

**D. Foster Care Level III (Structured Foster Care)**

Foster Care Level III (Structured Foster Care): Foster Care Level III (Structured Foster Care) is for children who are not appropriate for Foster Care Level I (basic) or Foster Care Level II (specialized foster care), but can still be maintained in a family setting and who do not require residential care placement to meet their needs. A Foster Care Level III placement is a safe, time-limited crisis intervention phase to stabilize the behavior of a child ages 8-18 years of age. The provision of parental supervision and care for children in custody with severe behavioral problems requires one parent in the home full time and available for 24-hour supervision, with specialized training for the structured family parents to meet the special needs of the child. Children may be

classified as appropriate for a Foster Care Level III family home if: 1) they have failed at previous foster care placements and are at risk for a group care placement; 2) they have problems and behaviors that can still be managed in a family setting; 3) they have delinquent behavior and have been involved in the juvenile court system; or, 4) they require close or intensive supervision but do not require daily or continuous mental health intervention (i.e. Skills Development Services) in the placement setting. Individual needs may include children who have one or more of the following conditions: physical violence; suicide attempts; high risk of serious injury to self or others; sexual perpetration; truancy; runaway behavior; and substance abuse problems. Providers with children placed in their care who have Foster Care Level III must complete all initial or annual training(s) that are required for DFB, DIR, DLR, DFM, or DPG service codes. Providers are required to have knowledge and skills in behavioral management for this level of care. If a provider is not able to demonstrate that they have received behavioral management training, they will be required to complete the Behavioral Replacement Model Training through DHS/DCFS. The provider may be asked to complete additional trainings by DHS/DCFS in order to help meet the individual needs of a child placed in their home.

1. Contractor's Qualifications:

a. To be eligible to provide Foster Care Level II the Contractor must have a current DHS/DCFS contract for one of the following levels of care: Individual Residential Care (DIR); Independent Living Residential Care (DLR); Family Based Residential Care (DFB); Family Based Residential Care – Mental Health (DFM). The Contractor must also have a current Residential Treatment, Residential Support or Child Placing Agency license from the DHS/OL. Providers will ensure that all staff and all direct care staff complete any initial or annual training(s) that are required for DFB, DIR, DLR, DFM, or DPG service codes.

2. Treatment or Service Requirements:

a. The Contractor shall provide the following services or ensure provision of foster care in a secure, healthy setting which includes food, shelter, transportation, supervision, and personal care for such children as the DHS/DCFS and Contractor mutually determine shall be placed with the Contractor.

b. The Contractor shall use only constructive discipline and not use nor permit the use of corporal punishment such as spanking.

c. The Contractor shall actively participate in the development of DHS/DCFS treatment plans and DHS/DCFS treatment planning conferences such as Child and Family Team Meetings and comply with the goals and objectives of the treatment plan.

d. The Contractor shall keep confidential all information shared with the Contractor by the treatment team except information to be shared with medical providers, therapists and other professionals providing services to the client.

e. The Contractor shall report immediately any irregular behavior, apparent illness, bodily injury or psychiatric episode of the client to DHS/DCFS caseworker.

f. The Contractor shall be responsible for seeing that medical treatment is properly provided and to accompany the client to all medical examinations.

g. The Contractor shall be committed to keep children without disruption until permanency has been accomplished or as long as needed. If a change in placement is required, the terms of the Contractor's residential contract shall apply.

h. The Contractor shall understand and accept the natural parent's right to visit the client and to cooperate in arranging and carrying out such visits.

i. The Contractor shall complete and maintain the Home-to-Home Placement Information Record and to return the record to the DHS/DCFS caseworker when the client leaves the Contractor's facility.

3. Staff-to-Client Ratio:

a. If services are provided in a foster home, the home may have no more than six children under age of 18 residing in the home including the children of the foster/treatment parents. In addition:

1. There may be no more than four youth in the home that are unrelated to the foster parent's

including the youth in State custody;

2. There may be no more than two infants or non-ambulatory children in the home including infants/children of the treatment parents;

3. There must be at least one foster parent who is available to provide daily care and supervision and who is available to respond immediately to an emergency and be on-site (but not necessarily awake) during nighttime sleeping hours.

4. For services provided in a residential support or residential treatment facility, the program will have at a minimum a one to four staff to client ratio at all times except nighttime sleeping hours. Awake nighttime supervision is not required. Staff must be on site at all times youth are present and immediately available in emergency situations. If the program has a mixed gender population, they will have at least one male and one female staff on duty.

4. Staff Training Requirements:

a. The Contractor is required to have knowledge and skills in behavioral management for this level of care. If the contractor is not able to demonstrate that they have received behavioral management training, they will be required to complete the Behavioral Replacement Model Training through DHS/DCFS. The Contractor may be asked to complete additional trainings by DHS/DCFS in order to help meet the individual needs of a client placed in their homes. This may include children who have one or more of the following conditions but is not limited to: physical violence; suicide attempts; high risk of serious injury to self or others; sexual perpetration; truancy; runaway behavior; and substance abuse problems.

5. Special Record Keeping Requirements:

a. The Contractor shall have available for review documentation of licensure from the DHS/OL for Residential Treatment, Residential Support or Child Placing Agency.

b. The Contractor shall maintain copies of all purchase service authorization forms and forward a copy to the DHS/DCFS Contract Specialist within 5 days of admission or change in the level of care.

c. The Contractor shall maintain copies of treatment plans in the client's traveling files. Evidence of the Contractor's compliance with this objective shall be documented by the signature of the Contractor's staff (typically the foster parent) on the treatment plan. The Contractor's involvement in the treatment planning process and cooperation with the goals and objectives of the treatment plan, shall also be documented in the caseworker's reports.

d. The Contractor shall document any incidents in the client traveling file. An incident involves acts that may jeopardize either the client's safety and well-being or the safety and well-being of those around the client. Examples or incidents may include but are not limited to, a client running away or getting into an altercation with the provider or another child in the home. Documentation must include the date, circumstances of the incident, and date reported to DHS/DCFS including the name of the person contacted.

e. The Contractor shall maintain documentation of all medical, dental, and mental health services and report all visits to client's designated Fostering Healthy Children nurse. At a minimum the documentation shall include the name of the Contractor, the name of the Medical Health provider, date of service, and a summary of treatment services. Documentation shall be maintained in the client's traveling file.

f. The Contractor shall maintain documentation on the discharge status of all children served through this contract, i.e., where the children were placed upon discharge and the circumstances of the discharge.

g. Dates and summaries of home visits shall be documented in the traveling file.

h. The Contractor shall maintain the traveling file at the client's place of residence. The Contractor shall update this file as necessary and return the file to the DHS/DCFS caseworker when the client is discharged from his/her provider's home. If the Contractor does not receive the client's traveling file prior to or on the day of the client's admission to the program, the Contractor shall immediately contact the DHS/DCFS caseworker to request the file. Failure to receive the file does not relieve the Contractor of the responsibility to maintain the required information at the client's place of residence.

i. The Contractor shall keep records of dates of placements, billings, payments, clothing receipts and other financial matters.

6. Other Conditions:

a. The daily rate includes a personal needs allowance for the client of \$2.03 per day. The Contractor shall provide \$2.03 per day for each client for clothing, hair care, allowance, and personal incidentals. A minimum of \$41.00 per month of the personal needs allowance shall be expended for clothing for the client (the amount shall be prorated when the client is in placement only a portion of the month). The personal needs allowance may not be used to pay fines or to reimburse the Contractor for damage caused by the client unless approved by the DHS/DCFS caseworker. The Contractor shall maintain records documenting expenditures for each client. At the time of discharge, any remaining funds shall be reimbursed to DHS/DCFS and documented in the client's record of expenditures.

b. The Contractor shall use foster care payments as established in policy for paying costs of room and board, clothing, hair care and personal incidentals of any foster child placed with the Contractor by the DHS/DCFS.

E . Rates available for bid:

| Service Title                                                   | <u>Service Code</u> | Unit of Service | Rate (\$)                                                             |
|-----------------------------------------------------------------|---------------------|-----------------|-----------------------------------------------------------------------|
| Foster Care Level I<br>(Basic Foster Care), Contracted          | CXP                 | Day             | \$17.00(ages 0 – 11)<br>\$18.00 (ages 12 – 15)<br>\$19.00 (ages 16+)  |
| Foster Care Level II<br>(Specialized Foster Care)<br>Contracted | SXP                 | Day             | \$20.00 (ages 0 – 11)<br>\$21.00 (ages 12 –15)<br>\$22.00 (ages 16+)  |
| Foster Care Level III<br>(Structured Family Home)<br>Contracted | SXS                 | Day             | \$29.71 (ages 0 – 11)<br>\$30.71 (ages 12 – 15)<br>\$31.71 (ages 16+) |

#### IV. FORMAT AND CONTENT REQUIREMENTS

It is requested that Responses be prepared on **8 ½" x 11" paper** using **12 point font**. Pages should be **double-spaced** with **pages numbered consecutively** at the bottom of the page. The completed response shall be bound in a manner that allows the response to open flat on a table. Responses shall include the following information and be organized in a manner that facilitates finding needed information when reviewing the response:

1. **A Justification Statement** supporting any proprietary information request made by the Offeror. This statement shall state the reasons why the designated information is proprietary and identify the page number(s) where the proprietary information is located in Offeror's response. The specific information deemed proprietary must be highlighted in its entirety in the body of the original response.

This justification statement is **not required** if the Offeror has not designated any portion of its response proprietary.

2. **A completed and signed RFP coversheet.** The coversheet is the first three pages of the Adobe file from the Internet.
3. **Current Contract:** The Offeror must have a current DHS/DCFS contract for one of the following levels of care: Individual Residential Care (DIR); Independent Living Residential Care (DLR); Family Based Residential Care (DFB); or Family Based Residential Care – Mental Health (DFM).
  - a. The Offeror shall provide a copy of the cover sheet of the Offeror's contract with DHS/DCFS and a copy of the Part IV rate table showing what residential services the Offeror is currently providing.
4. The Offeror must also provide a current **Residential Treatment, Residential Support or Child Placing Agency** license from the Department of Human Services Office of Licensing.
5. A completed and signed **Conflict of Interest Disclosure Statement**. All Offerors (except Offerors who are government entities) shall complete and submit a Conflict of Interest Disclosure Statement for all parties and employees who may have a potential conflict of interest should a contract be awarded.

Offerors who are **government entities** may complete and submit either a Conflict of Interest Disclosure Statement or a Conflict of Interest Certification.

See Attachment A for a Conflict of Interest Disclosure Statement for **private entities**.

A Conflict of Interest Certification for **government** entities can be found at:

[http://www.hsofo.utah.gov/files/forms\\_contract/Conflict%20of%20Interest%20Certification%204-24-01.doc](http://www.hsofo.utah.gov/files/forms_contract/Conflict%20of%20Interest%20Certification%204-24-01.doc)

6. A **completed and recently signed** (within the last 12 months) **W-9**.

#### V. RESPONSE EVALUATION CRITERIA

Responses will be evaluated using the criteria identified in the Evaluation Form attached to this REQUEST. (See Attachment C). Each area of the evaluation criteria must be addressed in the Offeror's response. This form is provided to the Offerors so that they will know how their responses will be scored.

To be awarded the right to a contract for any given service, **All Offerors** must respond to ALL items outlined in Attachment C.

Should the response not meet the minimum criteria during the initial review, the Offeror will be allowed two opportunities to submit additional information to correct failed criteria. For additional information to be considered, the Offerors must submit the additional information within 30 days of notification by the Division of the deficiencies in their response. If the Offeror is unable to meet minimum requirements within those two additional opportunities, the Offeror will not be awarded the right to contract for these services. Offerors failing to meet the minimum requirements within the two additional opportunities may submit a new response, which will be evaluated in accordance with the review schedule described in Section II-G.

**VIII. ATTACHMENTS TO THE REQUEST**

- A. ATTACHMENT A - Conflict of Interest Disclosure Statement – for private entities
- B. ATTACHMENT B – W-9, Taxpayer Identification Number and Certification
- C. ATTACHMENT C – Evaluation Form

(Note: Attachment C will be used by DHS/DCFS to evaluate the response. It is provided in this package to inform the Offerors how their response will be evaluated.)



Department of Human Services  
120 North 200 West  
Salt Lake City, UT 84103  
(801) 538-4001

## ATTACHMENT A

### **CONFLICT OF INTEREST - DISCLOSURE STATEMENT**

Does any employee  
in your organization  
have a conflict of  
interest or potential  
conflict of interest?

**YES**

*(Please use a separate form for each employee with  
a conflict or potential conflict, and complete all  
applicable portions of the form. Attach additional  
sheets as needed.)*

**NO**

*(Please complete the signature section below.)*

### **Dual Employment** *(The notary section of this form must be completed for all dual employment conflicts of interest.)*

Name of individual with dual employment:

Title or position with the State of Utah or political  
subdivision:

Title or position with the Contractor:

Nature and value of the individual's interest in  
Contractor's business entity:

Individual's decision-making authority with the  
Contractor and with the State:

How does the Contractor protect DHS from  
potentially adverse effects resulting from this  
individual's Conflict of Interest?

### **Related-Party Transactions or Independent Judgment Impaired**

Name and position or title  
of individual with Conflict  
of Interest:

(individual associated  
with Contractor):

(individual associated  
with other party):

Relationship between identified individuals:

Description of transaction involving identified  
individuals and dollar amount (if any):

Decision-making authority of individuals with respect to  
that transaction:

Potential effect on this Contract with DHS:

How does the Contractor protect DHS from potentially  
adverse effects resulting from this identified Conflict of  
Interest?

### **Name of Contractor:**

#### **Signature:**

I hereby certify that the information I have given is true  
and complete to the best of my knowledge.

\_\_\_\_\_  
(Name and Title of Person Completing Form)

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

#### **Notary:** *(Must be completed for all dual employment conflicts of interest)*

STATE OF \_\_\_\_\_ )

: ss.

COUNTY OF \_\_\_\_\_ )

SUBSCRIBED to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

(Seal)

NOTARY PUBLIC \_\_\_\_\_

Commission Expires \_\_\_\_\_

**DHS/** \_\_\_\_\_ **Action:** \*☐ Approve ☐ Deny \*\*☐ Refer to BIRA Agency Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\*\*"Approve" means the Agency has no reason to question the accuracy of a "no conflicts" declaration or, in those situations where a conflict has  
been declared, that the Agency has taken sufficient action to determine the facts declared by the Contractor do not constitute a prohibited conflict  
of interest.

\*\*DHS may refer any questions regarding potential Conflicts of Interest to the DHS Bureau of Internal Review and Audit ("BIRA").

**BIRA Action Upon DHS/ Referral:** ☐ Approve ☐ Deny ☐ Other: \_\_\_\_\_

Revision Date: April 23, 2004

## Attachment B

Form **W-9**  
(Rev. January 2003)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

|                                                       |                                                                                                                                                                                                 |                                                            |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| Print or type<br>See Specific Instructions on page 2. | Name                                                                                                                                                                                            |                                                            |
|                                                       | Business name, if different from above                                                                                                                                                          |                                                            |
|                                                       | Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... | <input type="checkbox"/> Exempt from backup<br>withholding |
|                                                       | Address (number, street, and apt. or suite no.)                                                                                                                                                 | Requester's name and address (optional)                    |
|                                                       | City, state, and ZIP code                                                                                                                                                                       |                                                            |
| List account number(s) here (optional)                |                                                                                                                                                                                                 |                                                            |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|
| Social security number         |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |
| or                             |  |  |  |  |  |  |  |  |
| Employer identification number |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

|                      |                               |        |
|----------------------|-------------------------------|--------|
| <b>Sign<br/>Here</b> | Signature of<br>U.S. person ▶ | Date ▶ |
|                      |                               |        |

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**ATTACHMENT C**  
**Evaluation Form**  
**RFP # DHS90405**

**Offeror:** \_\_\_\_\_ **Reviewer:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The Offeror is required to submit the information described below. The Offeror must provide each of the following items before a contract will be awarded.

| <b><i>Requirements</i></b>                                                                                                                                                                                | <b>Yes</b> | <b>No</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| 1. A complete and signed RFP Coversheet.                                                                                                                                                                  |            |           |
| 2. The Offeror shall provide a copy of the cover sheet of the Offeror's contract with DHS/DCFS and a copy of the Part IV rate table showing what residential services the Offeror is currently providing. |            |           |
| 3. The Offeror must also provide a current Residential Treatment, Residential Support or Child Placing Agency license from the Department of Human Services Office of Licensing.                          |            |           |
| 4. A completed and signed Conflict of Interest Disclosure Statement or certification (if a government entity).                                                                                            |            |           |
| 5. A completed and signed IRS Form W-9, "Request for Taxpayer Identification Number and Certification."                                                                                                   |            |           |