



KANSAS

D. KEITH MEYERS, DIRECTOR

KATHLEEN SEBELIUS, GOVERNOR
HOWARD R. FRICKE, SECRETARY

DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES
LONDON STATE OFFICE BUILDING, 900 SW JACKSON ST., RM 102N, TOPEKA, KS 66612-1286
Voice 785-296-2376 Fax 785-296-7240 <http://da.state.ks.us/purch>

ADDENDUM

June 14, 2004

Addendum Number: 1
RFP Number: 07482
PR Number: 010435
Closing Date: August 6, 2004, 2:00 P.M.
Procurement Officer: Linda Ehrhart
Telephone: 785-296-3122
E-Mail Address: linda.ehrhart@da.state.ks.us

Item: Adoption Services

Agency: Kansas Department of Social and Rehabilitation Services
Location(s): Topeka, KS

Conditions:

**In reference to Section:
1.4 Pre-Proposal Conference-
Two (2) teleconference sites are added to the 8:30 AM Tuesday June 29, 2004 meeting:**

Office	Contact	Phone
Dodge City	Denise Sherer	620-227-8508
Salina	Terry O'Flannagan	785-826-8000x311

In addition, the number of representatives allowed to attend the SRS Learning Center site is increased from two (2) to four (4).

There are no other changes at this time.

A signed copy of this Addendum must be submitted with your bid. If your bid response has been returned, submit this Addendum by the closing date indicated above.

I (We) have read and understand this addendum and agree it is a part of my (our) bid response.

NAME OF COMPANY OR FIRM: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda.



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REQUEST FOR PROPOSAL (RFP)

RFP Number: 07482
PR Number: 010435
Replaces Contract: 00571
Date Mailed: May 27, 2004
Closing Date: Friday, August 6, 2004 at 2:00 PM
Procurement Officer: Linda Ehrhart
Telephone: 785-296-3122
E-Mail Address: linda.ehrhart@da.state.ks.us
Web Address: <http://da.state.ks.us/purch>

Item: Adoption Services

Agency: Kansas Department of Social and Rehabilitation Services
Location(s): Topeka, KS

Period of Contract: July 1, 2005 through June 30, 2009
(with one (1) additional optional two-year renewal period)

Guarantee: No Monetary Guarantee Required

Scope: This Contract shall cover the procurement of **Adoption Services** for the Kansas Department of Social and Rehabilitation Services during the contract period referenced above.

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this Request may result in the rejection of a bid. Inquiries about this Request should indicate the contract number and be directed to the procurement officer.

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda.

Additional Information

A vendor information file has been established. The electronic documents can be viewed and downloaded from the following websites:

<http://da.state.ks.us/purch/adds/VendorInformation.zip>
<http://da.state.ks.us/purch/adds/SFY99LengthOfCustody.htm>
<http://da.state.ks.us/purch/adds/SFY00LengthOfCustody.htm>
<http://da.state.ks.us/purch/adds/SFY01LengthOfCustody.htm>
<http://da.state.ks.us/purch/adds/SFY02LengthOfCustody.htm>
<http://da.state.ks.us/purch/adds/SFY03LengthOfCustody.htm>

SIGNATURE SHEET

(To be submitted with the Technical Proposal)

Item: Adoption Services

Agency: Kansas Department of Social and Rehabilitation Services

Closing Date: August 6, 2004

We submit a proposal to furnish requirements during the contract period in accordance with the specifications and Schedule of Supplies. **I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.**

Addenda: The undersigned acknowledges receipt of the following addenda:

#1(____) #2(____) #3(____) None(____)

Legal Name of Person, Firm or Corporation_____

Toll Free Telephone_____Local_____Fax_____

E-Mail_____

Mailing Address_____

City & State_____ Zip Code_____

FEIN Number_____

Signature_____ Date_____

Typed Name of Signature_____ Title_____

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Address_____

City & State_____ Zip Code_____

Toll Free Telephone_____Local_____Fax_____

E-Mail_____

Tax Clearances: Per KSA 75-3740-3(c), the Director of Purchases may reject the bid of any bidder who is in arrears on taxes due the State of Kansas. The Division of Purchases will confirm tax status prior to the release of a purchase order or contract award. The State of Kansas reserves the right to allow a bidder an opportunity to clear its tax status within ten (10) calendar days, or to proceed with award to the next lowest responsive bidder, whichever is determined by the Director of Purchases to be in the best interest of the State.

Potential bidders are encouraged to contact the Kansas Department of Revenue directly (and on a regular basis) to confirm current tax status and to clear up any outstanding liabilities.

The Secretary of Revenue is authorized to exchange such information with the Director of Purchases as is necessary to determine the bidders tax clearance status, notwithstanding any other provision of law prohibiting disclosure of the contents of taxpayer records or information.

Instructions on how to check Tax Clearance Status can be found at the following website:
<http://www.ksrevenue.org/taxclearance.htm>

Information about Tax Registration can be found at the following website:
<http://www.ksrevenue.org/busregistration.htm>

The following information is to be submitted with the Technical Proposal. Please Indicate Taxes Currently Registered for in Kansas:

- Corporate Income Tax
- Sales Tax
- Withholding Tax
- Compensating Use Tax
- None

Contact Information: Please provide the attached contact information for use should the State of Kansas need to contact the appropriate officials within your company to discuss your tax clearance / registration status.

Contact Person for Tax Issues: _____
Company Name: _____ FEIN: _____
Mailing Address _____
City & State _____ Zip Code _____
Toll Free Telephone _____ Local _____ Fax _____
E-Mail _____

**SECTION I
CONDITIONS TO BIDDING**

- 1.1 **Proposal Reference Number:** The above-number has been assigned to this Request and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the procurement officer only.

Linda Ehrhart
Telephone: 785-296-3122
Facsimile: 785-296-7240
E-mail Address: linda.ehrhart@da.state.ks.us
Kansas Division of Purchases
900 SW Jackson, Room 102N
Topeka, KS 66612-1286

No communication is to be had with any other State employee regarding this Request except with designated state participants in attendance **ONLY DURING:**

Negotiations
Contract Signing
as otherwise specified in this Request.

Violations of this provision by vendor or state agency personnel may result in the rejection of the proposal.

- 1.2 **Negotiated Procurement:** This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award is made by the Procurement Negotiation Committee (PNC) or their designees, which consists of the following:

Secretary of Department of Administration;
Director of Purchases, Department of Administration; and
Head of Using Agency

- 1.3 **Appearance Before Committee:** Any, all or no vendors may be required to appear before the PNC to explain the vendor's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award to the low bidder without conducting negotiations. The PNC reserves the right to request information from vendors as needed. If information is requested, the PNC is not required to request the information of all vendors.

Vendors selected to participate in negotiations may be given an opportunity to submit a best and final offer to the PNC. Prior to a specified cut-off time for best and final offers, vendors may submit revisions to their technical and cost proposals. Meetings before the PNC are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor's best and final offer.

No additional revisions shall be made after the specified cut-off time unless requested by the PNC.

1.4 **Pre-proposal Conference** - A pre-proposal conference will be held at **8:30 AM, on Tuesday, June 29, 2004 at:**

SRS Learning Center (North of 6th, off MacVicar)
2600 SW East Circle Drive, South; Rooms A-B
Topeka KS, 66606

Attendance is not required at the pre-proposal conference but is encouraged. Due to space limitations, vendors should attend with no more than two representatives. All questions requesting clarification of the Request to be addressed at the pre-proposal conference must be electronically submitted in writing to the Procurement Officer (E-mail: linda.ehrhart@da.state.ks.us) prior to 12:00 noon on **Tuesday, June 15, 2004**. Questions **must** reference specific RFP sections. Impromptu questions will be permitted and spontaneous unofficial answers provided during the conference. However, bidders should clearly understand that the only official answer or position of the State of Kansas will be in writing.

Failure to notify the Procurement Officer of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of the State. Any modification to this Request as a result of the pre-proposal conference, as well as written answers to written questions, shall be made in writing by addendum. The addendum will be posted on the web and mailed to all vendors who received the original request from the Division of Purchases. Only written communications are binding.

Bidders may elect to participate via teleconference at the SRS offices listed below. In order to accommodate all interested parties, please contact the person listed below to attend.

<u>Office</u>	<u>Contact</u>	<u>Phone</u>
Emporia	Marilyn Hall	620-342-2505
Garden City	Bonnie Wilson	620-272-5800
Hays	Betha Howard	785-628-1066 x232
Hutchinson	Michele Belden	620-663-5731
Kansas City	Cheryl Tolbert	913-279-7404
Lawrence	Robert Byers	785-832-3700
Manhattan	Carol Klatske	785-776-4011
Overland Park	Esther Rieschl	913-826-7333
Pittsburg	Warren Wells	620-431-5053
Salina	Julie Lemons	785-826-8000 x309
Topeka	Donna Doss	785-296-2502
Wichita	Jill Dixon	316-337-6672

1.5 **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request. All responses will become the property of the State of Kansas and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

1.6 **Evaluation of Proposals:** Award shall be made in the best interest of the State as determined by the Procurement Negotiating Committee or their designees. Consideration may focus toward but is not limited to:

- 1.6.1 cost. Vendors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations;
- 1.6.2 response format as required by this Request;
- 1.6.3 adequacy and completeness of proposal;
- 1.6.4 vendor's understanding of the project;
- 1.6.5 compliance with the terms and conditions of the Request;
- 1.6.6 experience in providing like services;
- 1.6.7 qualified staff;
- 1.6.8 methodology to accomplish tasks.

1.7 **Acceptance or Rejection:** The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.

1.8 **Contract:** The successful vendor will be required to enter into a written contract with the State. The vendor agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment, which is incorporated into all contracts with the State and is attached to this Request.

1.9 **Contract Documents:** This Request and any amendments and the response and any amendments of the successful vendor shall be incorporated along with the DA-146a into the written contract which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- 1.9.1 Form DA-146a;
- 1.9.2 written modifications to the executed contract;
- 1.9.3 written contract signed by the parties;
- 1.9.4 this Request including any and all addenda; and
- 1.9.5 contractor's written proposal submitted in response to this Request as finalized.

1.10 **Contract Formation:** No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered; funds for the contract have been encumbered with the Division of Accounts and Reports; and a written contract has been signed by the successful vendor.

1.11 **Open Records Act (K.S.A. 45-205 et seq.):** All proposals become the property of the State of Kansas. Kansas law requires all information contained in proposals to become open for public review once a contract is signed or all proposals are rejected.

1.12 **Federal, State and Local Taxes-Governmental Entity:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. **The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotations.**

1.13 **Debarment of State Contractors.** Any vendor who defaults on delivery as defined in this Request may, be barred (a) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the secretary of administration, after consultation with the contracting agency and the attorney general, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The secretary, after consultation with the contracting agency and the attorney general, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the attorney general, remain in effect until after the trial of the suspended person.

1.14 **Insurance:** The State shall not be required to purchase any insurance against loss or damage to any personal property nor shall the State establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

**SECTION II
PROPOSAL INSTRUCTIONS**

- 2.1.1 **Preparation of Proposal:** Prices are to be entered in spaces provided on the proposal cost form if provided herein. Computations and totals shall be indicated where required. The Committee has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The Committee reserves the right to reject proposals that contain errors.

ALL COPIES OF COST PROPOSALS SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR CONTAINER SEPARATE FROM THE TECHNICAL PROPOSAL. THE OUTSIDE SHALL BE IDENTIFIED CLEARLY AS "COST PROPOSAL" OR "TECHNICAL PROPOSAL" WITH THE REQUEST NUMBER AND CLOSING DATE.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other vendor, competitor or public officer/employee.

Technical proposals shall contain a concise description of vendor's capabilities to satisfy the requirements of this Request For Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request For Proposal without additional clarification shall not be considered responsive.

- 2.1.2 **Vendors are instructed to prepare their Technical Proposal following the SAME SEQUENCE as the Request For Proposal. Every sheet of the proposal must have a page number (excluding tabs and dividers). Pages should be numbered consecutively from BEGINNING TO END.**
- 2.1.3 Proposals must be labeled with the **RFP number** and **Region number**.
- 2.2 **Submission of Proposals: Vendor's proposal shall consist of:**
- **Thirty (30) copies of the Technical Proposal, including literature and other supporting documents;**
 - **Thirty (30) copies of the Cost Proposal (packaged as described in Section 2.1);**
 - **In addition two (2) copies of the electronic/ software version of the technical and cost proposals are required utilizing Microsoft Word/Excel software.**

Vendor's proposal, sealed securely in an envelope or other container, shall be received promptly at 2:00 PM, Central Daylight Savings Time, on Friday, August 6, 2004, addressed as follows:

**Kansas Division of Purchases
Proposal # 07482
Closing: August 6, 2004
900 SW Jackson Street, Room 102N
Topeka, KS 66612-1286**

Faxed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration.

- 2.3 **Signature of Proposals:** Each proposal shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the vendor's social security number or Federal Employer's Identification Number.
- 2.4 **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this Request. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by the Division of Purchases in writing.

- 2.5 **Modification of Proposals:** A vendor may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.
- 2.6 **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the vendor to the Procurement Officer at the Division of Purchases prior to the closing date.
- 2.7 **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested vendors or their representatives may be present at the announcement at the following location:

State of Kansas Division of Purchases
900 Jackson Street, Room 102N
Topeka, KS 66612-1286

Bid results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the Division of Purchases. Bid results can be obtained by sending (do not include with bid):

1. A check for \$3.00, payable to the State of Kansas,
2. A self-addressed, stamped envelope; and
3. Contract Proposal Number,

Send to:
Kansas Division of Purchases
Attention: Bid Results/Copies
900 SW Jackson, Room 102N
Topeka, KS 66612-1286

Copies of individual proposals may be obtained under the Kansas Open Records Act by calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

- 2.8 **Notice of Award:** An award is made on execution of the written contract by all parties. Only the State is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

**SECTION III
GENERAL PROVISIONS**

- 3.1 **Term of Contract:** The term of this contract is for a four-year period beginning July 1, 2005 with one additional two (2) year renewal option by written agreement of the parties.
- 3.2 **Inspection:** The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of this Request.
- 3.3 **Termination for Cause:** The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
- 3.3.1 the Contractor fails to make delivery of goods or services as specified in this contract; or
- 3.3.2 the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

- 3.4 **Termination for Convenience:** The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
- 3.5 **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

**Linda Ehrhart
Kansas Division of Purchases
900 SW Jackson St, Room 102N
Topeka, KS 66612-1286**

or to any other persons or addresses as may be designated by notice from one party to the other.

- 3.6 **Rights and Remedies:** If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro rated for that portion of the contract period services were provided to and/or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

- 3.7 **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.
- 3.8 **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.
- 3.9 **Ownership:** All materials, work products, data, models, forms, source code, procedures, software, manuals, system descriptions, and work flows developed by the Contractor under this contract shall be considered public domain, in accordance with federal regulations. If modifications are made to proprietary software under this contract, the modification information will be public domain, but the original software remains proprietary.
- 3.10 **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

- 3.11 **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and who are providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

The Contractor may employ, during the period of this contract or any renewals and extensions to it, personnel who are foster/adoptive parents sponsored by the Contractor agency. Such arrangements shall be approved in writing, on a case-by-case basis, by the ISD Assistant Director in the region of the employee's workstation. For contractor employees who are currently foster parents, written approval by the ISD Assistant Director shall be obtained no later than August 1, 2005.

Any employee of the Contractor who is a licensed foster parent or relative may provide foster care and adoptive services to any child in the contract being served by the Contractor. Prior to any such placement, written approval is required by the ISD Assistant Director or the region where the child's SRS case is located. For placements with Contractor employees that are already established on July 1, 2005, written approval by the ISD Assistant Director shall be obtained no later than August 1, 2005.

In addition, for any placement of a child served under this contract with an employee of the Contractor, the local SRS Regional Office shall perform home visits on such arrangements no less than every three months.

The Contractor shall be responsible for full disclosure of apparent or potential conflicts of interest whenever cases involving such arrangements are reviewed, inquired about, or otherwise are subject to scrutiny.

- 3.12 **Confidentiality:** The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by contractor. On the termination or expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

- 3.13 **Reviews and Hearings:** The Contractor agrees to advise the Director of Purchases of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Director of Purchases. The State has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.
- 3.14 **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
- 3.15 **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
- 3.16 **Hold Harmless:** The Contractor shall indemnify the State against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

- 3.17 **Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.
- 3.18 **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.
- 3.19 **Retention of Records:** Unless the State specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of six (6) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds six (6) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the six (6) year post-contract period. Delivery of and access to the records shall be at no cost to the state.

- 3.20 **Federal, State and Local Taxes Contractor:** The State make no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
- 3.21 **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.
- 3.22 **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

The State of Kansas' current financial situation does not make it possible for SRS to make firm, unalterable financial commitments. In the event SRS determines lack of funding requires a modification of this Agreement, SRS reserves the right to renegotiate terms and conditions of the Agreement with the contractor. The contractor agrees to cooperate with SRS in renegotiating this Agreement should SRS determine that such modification is necessary to manage the resources available to SRS.

In the event SRS is subject to a formal funding reduction or allotment, SRS reserves the right to alter or adjust the payment amounts or terms of this Agreement to meet funding reductions or allotments by sending a written notice of such alterations or adjustments to the contractor 15 days before such alterations or adjustments become effective. Should the contractor believe there is a need to modify other terms or conditions of the Agreement, SRS will, in good faith, negotiate regarding the terms of the Agreement.

- 3.23 **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

- 3.24 **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.

- 3.25 **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

- 3.26 **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

- 3.27 **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas.

- 3.28 **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.

- 3.29 **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA-146a), which is attached, are incorporated by reference and made a part of this contract.

- 3.30 **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

- 3.31 **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

- 3.32 **Competition:** The purpose of this Request is to seek competition. The vendor shall advise the Division of Purchases if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Division of Purchases no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.

- 3.33 **Injunctions:** Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, vendor shall not be entitled to make or assert claim for damage by reason of said delay.
- 3.34 **Acceptance:** No contract provision or use of items by the State shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.
- 3.35 **Breach:** Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

- 3.36 **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
- 3.37 **Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a Contract Award is withdrawn, or otherwise in the normal course of business.

Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal response package. Pricing information is normally not considered proprietary. The Vendor's entire proposal response package shall not be considered proprietary.

- 3.38 **Foreign Sourcing of Services:**
All services executed, subcontracted, or otherwise procured under the provisions of this contract are to be performed at a physical location within the United States of America. This condition applies to all parties acting in performance of this contract, including the contractor(s), and any of its subcontractors, or others from which the services may be procured. Expressed written permission shall be obtained from the Director of Purchases prior to sourcing or shifting contractual functions to a location outside the United States. This requirement does not restrict provisions of the North America Free Trade Agreement; nor, does this requirement apply to products and supplies available to the general public, which are manufactured outside the United States. Failure to abide by this provision may result in termination of the contract.

- 3.38 **Disaster Recovery Plan:** The Contractor shall implement a disaster recovery plan, which includes back up of data files.

- 3.39 **HIPAA:** Confidentiality Under the Health Insurance Portability and Accountability Act, 1996

SRS is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that SRS could not. This protection continues as long as the data is in the hands of the Contractor.

Definition: For purposes of this section, the terms "Protected Health Information" and "PHI" mean individually identifiable information in any medium pertaining to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, that Contractor receives from SRS or that Contractor creates or receives on behalf of SRS. The terms "Protected Health Information" and "PHI" apply to the original data and to any data derived or extracted from the original data that has not been de-identified.

- a) Required/Permitted Uses Section 164.504(e)(2)(i): Contractor is required/permitted to use the PHI for the following purposes:

Contractor is required/permitted to use PHI received from SRS in its capacity as a contractor to SRS if such use is necessary for proper management and administration of the contract or to carry out the legal responsibilities therein.

- b) Required/Permitted Disclosures Section 164.504(e)(2)(i): Contractor shall disclose SRS' PHI only as allowed herein or as specifically directed by SRS.
- c) Limitation of Use and Disclosure Section 164.504(e)(2)(ii)(A): Contractor agrees that it will not use or further disclose the PHI other than as permitted or required by this contract or as required by law.
- d) Disclosures Allowed for Management and Administration Section 164.504(e)(2)(i)(A) and 164.504(e)(4)(i): Contractor is permitted to use and disclose PHI received from SRS in its capacity as a Contractor to SRS if such use is necessary for proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- e) Minimum Necessary: Contractor agrees to limit the amount of PHI used and/or disclosed pursuant to this section to the minimum necessary to achieve the purpose of the use and disclosure.
- f) Safeguarding and Securing PHI Section 164.504(e)(2)(ii)(B): Contractor agrees to take steps to protect the physical security of and prevent unauthorized access to the PHI and upon request will furnish SRS with a written description of such steps taken. Contractor agrees to allow authorized representatives of SRS access to premises where the PHI is kept for the purpose of inspecting physical security arrangements.

Appropriate administrative, technical, procedural and physical safeguards shall be established by the Contractor to protect the confidentiality of the data and to prevent unauthorized access to it. The safeguards shall provide a level of security that is required by the HIPAA regulations.

Security of facilities: Contractor shall provide all reasonable security procedures at any place where services are performed by the Contractor under this contract. Contractor personnel shall comply with the rules of SRS with respect to access to SRS offices, data files and data.

- g) Agents and Subcontractors Section 164.504(e)(2)(ii)(D): Contractor will ensure that any entity, including agents and subcontractors, to whom it discloses PHI received from SRS or created or received by Contractor on behalf of SRS agrees to the same restrictions and conditions that apply to Contractor with respect to such information.
- h) Right to Review: SRS reserves the right to review terms of agreements and contracts between the Contractor and subcontractors as they relate to the use and disclosure of PHI belonging to SRS.
- i) Ownership: Contractor shall at all times recognize SRS' ownership of the PHI.
- j) Notification Section 164.504(e)(2)(ii)(C): Contractor shall notify SRS both orally and in writing of any use or disclosure of PHI not allowed by the provisions of this Contract of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative of SRS or the Contractor.
- k) Transmission of PHI: Contractor agrees to follow the HIPAA standards with regard to the transmission of PHI.
- l) Employee Compliance with Applicable Laws and Regulations: Contractor agrees to require each of its employees having any involvement with the PHI to comply with applicable laws and regulations relating to confidentiality and privacy of the PHI and with the provisions of this Contract.
- m) Custodial Responsibility: An employee of Contractor shall be designated as the custodian of PHI and will be responsible for observance of all conditions of use. If custodianship is transferred within the organization, Contractor shall notify SRS promptly.

- n) Access, Amendment, and Accounting of Disclosures Section 164.504(e)(2)(ii)(E-G): Contractor will provide access to the PHI in accordance with 45 C.F.R. Section 164.524. Contractor will make the PHI available for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Section 164.526. Contractor will make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528.
- o) Documentation Verifying HIPAA Compliance Section 164.504(e)(2)(ii)(H): Contractor will make its internal practices, books, and records relating to the use and disclosure of the PHI received from SRS, or created or received by Contractor on behalf of SRS, available to the Secretary of Health and Human Services for purposes of determining SRS's compliance with 45 C.F.R. Parts 160 and 164. Contractor will make these same practices, books and records available to SRS or its designee upon request.
- p) Contract Termination Section 164.504(e)(2)(ii)(I): Contractor agrees that within 60 days of the termination of this contract, it will return or destroy, at SRS' direction, any and all PHI that it maintains in any form and will retain no copies of the PHI. If the return or destruction of the PHI is not feasible, the protections of this section of the contract shall be extended to the information, and further use and disclosure of PHI is limited to those purposes that make the return or destruction of PHI infeasible. Any use or disclosure of PHI except for the limited purpose is prohibited.
- q) Termination for Compliance Violation Section 164.504(e)(2)(iii) and Section 164.504(e)(1)(ii): Contractor acknowledges that SRS is authorized to terminate this Contract if SRS determines that Contractor has violated a material term of this section of the contract. If termination of the Contract is not feasible due to an unreasonable burden on SRS, Contractor's violation will be reported to the Secretary of Health and Human Services, along with steps SRS took to cure or end the violation or breach and the basis for not terminating the contract.

**SECTION IV
SPECIAL PROVISIONS**

4.1 **Proposal Format:** The following information shall be part of the technical proposal: **Vendors are instructed to prepare their Technical Proposal following the same sequence of all sections of the Request For Proposal.**

- (1) Transmittal letter which includes the following statements:
 - (a) that the vendor is the prime contractor and identifying all subcontractors;
 - (b) that the vendor is a corporation or other legal entity;
 - (c) that no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
 - (d) that the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
 - (e) that no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
 - (f) that the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
 - (g) that the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements;
 - (h) whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the State;
 - (i) vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in state payments to contractor; and
 - (j) That the vendor has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

4.2 **Vendor Information:** The vendor must submit in the Technical Proposal a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following:

- (a) date established;
- (b) ownership (public, partnership, subsidiary, etc.);
- (c) number of personnel, full and part-time, assigned to this project by function and job title;
- (d) data processing resources and the extent they are dedicated to other matters;
- (e) location of the project within the vendor's organization;
- (f) relationship of the project and other lines of business; and
- (g) organizational chart

4.3 Subcontractors:

- 4.3.1 The contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
- 4.3.2 The Contractor shall, on a continual basis, notify SRS Children and Family Services (CFS) in writing of all subcontractors utilized in the execution of this agreement.
- 4.3.3 Contractors are responsible for collecting information necessary to fulfill the contract from the subcontractors and submit the information directly to SRS. The contractor shall provide Quality Assurance monitoring of the subcontractors, the results of which shall be shared with SRS at least annually. The technical proposal shall contain a description of the plan to be implemented to ensure Quality Assurance and Quality Improvement of the program by the contractor and subcontractors.

4.4 Vendor Qualifications:

- 4.4.1 The vendor must include a discussion of its qualifications and experience in providing the services that are the subject of this RFP. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request. The vendor shall discuss how the organizational structure will facilitate the delivery of services.
- 4.4.2 The technical proposal shall include resumes of personnel assigned to the project stating their education and work experience. The proposal shall include other job descriptions for those filling professional, management, and paraprofessional positions.
- 4.4.3 For services covered by Medicaid, the contractor as provider, will be required to participate in the Kansas Medical Assistance Program (KMAP) and to comply with applicable requirements for participation as set forth in federal and state statutes and regulations, and Program policies, within the authorities of such statutes and regulations, of the Kansas Department of Social and Rehabilitation Services Health Care Policy as published in the KMAP Provider Manuals and Bulletins. The provider shall agree to comply with all state and federal laws and regulations applicable to services delivered and professional activities.

The KMAP Provider Manual, Provider Manual revisions and Provider Bulletins represent official Medicaid program limitations and requirements that providers must follow to receive payment and to continue participation in the Medicaid program under K.A.R. 30-5-59(c)(1). The Manual is in addition to the requirements of the Medicaid Provider Agreement and any other contracts such as managed care contracts.
- 4.4.4 An organization may submit a proposal for this project who:
 - a) Is licensed to do business in the state of Kansas.
 - b) Is licensed as a Child Placing Agency or becomes licensed prior to the implementation date.
 - c) Holds membership with the Child Welfare League of America.

4.5 Technical Proposal:

- 4.5.1 The technical proposal shall demonstrate the vendor's ability to design, develop, implement, and deliver Adoption Services to an identified SRS client population. The technical proposal is expected to reflect the vendor's understanding of the issues of those to be served. The technical proposal should describe the vendor's underlying vision, mission, and values as related to satisfying the needs of those requiring services.
- 4.5.2 The technical proposal should demonstrate adherence to family-based "best practices." Vendors who successfully respond to required response elements in the scope of work might be invited to participate in scenario demonstrations. The vendor should clearly delineate assumptions related to program design and implementation in the technical proposal.

- 4.5 **Timeline for Implementing Services:** The technical proposal shall discuss timeframes to assure contractor can meet the contract implementation date.
- 4.6 **Methodology:** The bidder shall submit detailed methodology for providing the requested services as described in Section VI – Statement of Work.
- 4.7 **Vendor Information File:** SRS has reference material available for review in the Vendor Information File. This information has been assembled to assist vendors in the preparation of their proposal and to ensure that all vendors have equal access to information.

Vendors may access the paper documents listed below by contacting one of the following individuals for an appointment:

Kansas Dept. of SRS
Children and Family Services
Sharon Robinson or Tami Alexander
Docking State Office Bldg, 5th Floor South
915 SW Harrison St.
Topeka, KS 66612
Phone: 785-296-4653

Copies of the material may be requested at a cost of 25 cents per page and \$10.00 per hour copying charge. Charges for copies and postage must be prepaid. The following paper documents available in the Vendor Information File include:

1. Foster Care / Reintegration Contracts, 1999.
2. Adoption Contracts, 1999.
3. Foster Care / Reintegration RFP, 1999.
4. Adoption RFP, 1999.
5. Standards for Therapeutic Foster Care .
6. *Topeka-Shawnee County Project*
7. Handbook of Services

Additionally, the following electronically available information may be accessed from the following websites:

Section I. - K.S.A. & K.A.R. References on the Web.

1. K.S.A. Web Instruction - At the address; <http://www.legislature.org> go to "I Want to Find." Select "find a statute." Enter the statute reference number.
Kansas Statutes Annotated:
 - A. K.S.A. 38-1500 et seq., Kansas Code for Care of Children
 - B. K.S.A. 38-1600 et seq. Kansas Juvenile Offenders Code
 - C. K.S.A. 59-2111 through 59-2143 Kansas Adoption and Relinquishment Act
 - D. K.S.A. 39-1601 et seq. Kansas Mental Health Reform Act
 - E. K.S.A. 65-501 et seq. Statutes for Licensing Child Care Facilities

Kansas Administrative Regulations:

2. K.A.R. Web Instruction - At the address; <http://www.legislature.org> go to "I Want to Find." Select "Kansas Administrative Regulations." Enter the regulation reference number.
 - A. F. 28-4-1 through 28-4-360 Kansas Administrative Rules and Regulations governing child placing agencies, group boarding homes and residential centers, family foster homes and daycare homes and center.
 - B. 30-45-1 through 30-45-4 Kansas Rules and Regulations for Youth Services
 - C. 28-4-350 through 28-4-360 Regulations licensing Detention & Secure Care Center for Children and Youth.

Section II. - Public Law.

- A. Public Law Web Instruction - At the address <http://www.gpoaccess.gov/plaws/index.html> enter the reference number of the Public Law.
- B. Public Law 105-89 Adoption and Safe Families Act (ASFA)
- C. Public Law 96-272 Adoption Assistance and Child Welfare Act

Section III. - Interstate Compacts.

- A. Interstate Compact on the Placement of Children (ICPC); <http://www.aphsa.org/>
- B. Interstate Compact on Adoption and Medical Assistance; <http://aaicama.aphsa.org/>
- C. Interstate Compact on Juveniles; <http://csg.org/csg/policy/default.htm>

Section IV. - Indian Child Welfare Act.

The Indian Child Welfare Act (ICWA); <http://naic.acf.hhs.gov/parents/icwa.cfm>

Section V. - Federal Independent Living Regulations.

Federal Independent Living Regulations;
<http://www.acf.dhhs.gov/programs/cb/laws/cwpm/policy.jsp> (Scroll to Section 3).

Section VI. - Multi-Ethnic Placement Act.

Multi-Ethnic Placement Act (MEPA) of 1994 and amended by the Inter-Ethnic Adoption Provisions of 1996 (IEP). <http://www.acf.hhs.gov/programs/cb/publications/mepa941>

Section VII. - The American with Disabilities Act.

The Americans with Disabilities Act (ADA); <http://www.usdoj.gov/crt/ada/adahom1.htm>

Section VIII. - Health Insurance Portability and Accountability Act.

HIPAA; <http://www.os.dhhs.gov/ocr/hipaa/>

Section IX. - Agency Web Sites.

<http://www.srskansas.org> - Department of Social and Rehabilitation Services (SRS)
<http://www.Kdhe.state.ks.us/> - Kansas Department of Health and Environment (KDHE)
<http://www.os.dhhs.gov/> - Department of Health and Human Services (Federal)

Section X. - General Medicaid Provider Manuals and Subsequent Bulletins.

<http://www.Kmap-state-ks.us>

Section XI. - Ansell-Casey Life Skills Book.

Ansell-Casey Life Skill Book;
<http://www.casey.org/research/adsa.htm>

Section XII. - Adopt US Kids.

<http://www.adoptuskids.org>

Section XIII. - HCBS Wavier.

<http://www.srskansas.org> (select Services)
<http://www.srskansas.org/hcp/css>

Section XIV. - Addiction and Prevention Services.

<http://www.srskansas.org/hcp/aaps>
www.cffutures.org (The National Center on Substance Abuse & Child Welfare).

Section XV. - Children and Family Services -

http://www.srskansas.org/CFS/cfp_web/ - Program, Outcome & Other Information
<http://www.srskansas.org/CFS/sr.state.ks.us> - Eligibility and Payment Policy & Procedure Manual
<http://www.srskansas.org/CFS/QA/qamain.htm> - Quality Assurance Web-site

Section XVI. - Child Welfare League of America -

<http://cwla.org/>

Section XVII. - Department of Administration, Division of Purchases Web-Site;

1. Data of Families Served Through Children and Family Services current contracts.

(includes: history data; intake reports; length of stay; number of children in out-of-home placement; demographic information for service programs; outcomes)

2. MIS Application Software, Business Decisions, Objective and Planning.

3. PC and Network Considerations for Contractor's of SRS

(SRS is currently investigating upgrade of systems and connectivity)

4.8 **References:** Provide three (3) references. References should include experience working in related service area(s). References shall show firm name, contact person, address, and phone number. Vendor employees and the buying agency shall not be shown as references.

4.9 **Experience:** All bidders must have a minimum of three (3) years continuous active participation in the applicable industry as a distinct organization, providing services to those specified.

Bidders may be required to furnish information supporting the capacity to fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed.

4.10 **Award:** Award will be for statewide services.

4.11 **Insurance:** The Successful Vendor shall present affidavits of Insurance to the Division of Purchases for the following areas:

- 4.11.1 Worker's Compensation
- 4.11.2 Professional Liability
- 4.11.3 Public Liability
- 4.11.4 Property Damage
- 4.11.5 Automobile Liability Coverage for Client Transportation
- 4.11.6 General Liability for Foster Parents

Contract award be contingent upon proof of insurance.

4.12 **Qualifications of Staff:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

The minimum staff qualifications necessary to protect children while maintaining the contractor's ability to retain and recruit qualified staff include as follows:

- 4.12.1 All staff providing direct services to consumers shall have annual criminal record checks through the Kansas Bureau of Investigation and be cleared annually through the Kansas Child Abuse and Neglect Central Registry.
- 4.12.2 Every staff member in a professional position including case manager and social worker must have a minimum of a Bachelors Degree from an accredited university, in the field of social and human services.
- 4.12.3 All supervisors must have a Bachelors Degree in the human service field, and have at least three years experience in children and family services.
- 4.12.4 All Case Managers must have a Bachelors Degree in the human services field and a license through the Behavioral Sciences Regulatory Board.

- 4.12.5 All family support workers must have a High School diploma, or equivalent, and two years experience in the children and family services field.
- 4.12.6 Clinicians and therapists must be licensed by the Behavioral Sciences Regulatory Board and meet the Boards educational and experience requirements; and stay in good standing with the Board's requirements for ethical practice and continuing education.
- 4.12.7 Staff assigned to recruit adoptive families should know the demographics of the children needing both foster and adoptive care in the State of Kansas and have knowledge of requirements (regulatory and state-required) to become an adoptive resource.
- 4.12.8 Contractors are required to participate in collaborative training coordinated by SRS
- 4.13 **Program Assurances:** The following program requirements shall be explicitly adhered to by the Contractor and any subcontractors:
 - 4.13.1 Acceptance of all referrals by SRS. Have a program director assigned to this contract who will serve as the liaison to SRS on all program and contractual matters.
 - 4.13.2 Adherence to all SRS policies, rules, administrative regulations, Kansas statutes, which are applicable to providing foster care/ out of home placement and child welfare services for children and families under this contract.
 - 4.13.3 The vendor shall also adhere to the following:
 - a) Kansas Administrative Rules and Regulations governing child placing agencies, group boarding homes and residential centers, family foster homes and daycare homes and centers. (28-4-1 through 28-4-360).
 - b) Kansas Code for Care of Children KSA 38-1500 et. seq.
 - c) Kansas Juvenile Offenders Code KSA 38-1600 et. Seq.
 - d) Interstate Compact on the Placement of Children/Juveniles (ICPC/ICJ)
 - e) Interstate Compact on Adoption and Medical Assistance (ICAMA)
 - f) The Indian Child Welfare Act
 - g) Adoption Assistance and Child Welfare Act (Public Law 96-272)
 - h) Multi-Ethnic Placement Act (MEPA) of 1994 as amended by the Interethnic Adoption Provisions of 1996 (IEPA)
 - i) Children and Family Services Review Program Improvement Plan (CFSR PIP)
 - j) Children and Family Services Policy and Procedures Manual (PPM) and its revisions.
 - k) Eligibility and Payment Policy and Procedure Manual and its Revisions.
 - l) Handbook of Services and its revisions.
 - m) National Standards for Treatment Foster Care
 - n) Federal Independent Living Requirements (John H. Chafee Foster Care Independence Act)
 - o) The Americans with Disabilities Act (ADA)
 - p) Kansas Mental Health Reform Act KSA 39-1601
 - q) Adoption and Safe Families Act (ASFA) (Public Law 105-89).
 - r) Medicaid Provider Manuals and subsequent bulletins.
 - s) SRS Provider Agreement Manual
 - t) Federal Title IV Prohibition Against National Origin Discrimination as it Affects Persons with Limited English Proficiency LEP
 - u) The Contractor is required to ensure written information is available in the prevalent non-English languages (Spanish) in its particular service area.
 - v) All services and facilities must provide reasonable accommodations to families and children with disabilities.
 - w) Any other statutes, policies, and regulations SRS deems necessary to the performance of services herein.
 - 4.13.4 Contract and Program Requirements for all Contractors include, but are not limited to:
 - a) Providing for the safety and well being of referred children.
 - b) Children and families shall receive services which are culturally sensitive, responsive to cultural differences and special needs without regard to race, religion, national origin, sex, physical disability, sexual victimization, and other characteristics.
 - c) Adhering to SRS policies on discipline, isolation and physical restraint.
 - d) Providing that contractor staff is accessible by child, family and SRS staff, 24 hours per day. This information must be shared with the family.
 - e) Respecting the privacy of the child and family's communications.

- f) Responding to family crisis situations after reintegration within one hour, and documenting this response in the child's case file.
- g) Confidentiality is maintained as required by law including (HIPAA) and SRS policy.
- h) Cases of suspected child abuse are reported immediately to SRS or law enforcement in accordance with KSA 38-1522.
- i) Financial and client records are to be maintained. Records may be destroyed after the case has been closed for 6 years (per HIPAA regulations) and the child is at least two years past the age of majority (i.e., has reached age 20). Original copies of case information will be given to SRS as SRS maintains the "official" case file for each child. The child's adoption records may never be destroyed. Adoption records must be returned to SRS for archiving.
- j) A public image that is cooperative towards the public/private partnership.
- k) Must be licensed as a Child Placing Agency.
- l) Contractors must initiate a lifebook at the time out of home placement begins and maintain, with the assistance of resource family, the lifebook throughout child's out of home placement.
- m) Comply with policies on trial home placements.
- n) Youth who are dual adjudicated will be served by the agency controlling custody.
- o) Contractor shall participate in Random Moment time study. This study is utilized to determine the proportion of staff time applicable to specific activities and reimbursable through federal funds. SRS receives rosters of staff (mainly those involved in a direct service position) from the various child welfare contractors. Staff are selected randomly for particular times during each month. The Random Moment Samples shall be monitored and reported to SRS as follows:
 - 1) 98% of each month's sample shall be turned in to SRS by the 10th of the following month. If by the 10th of the month, 98% of the sample is not received, SRS will delay payments until 98% of the sample of the month out of compliance is received. The first delayed payment will be the second payment of the month and each following payment until it is determined 98% has been received regarding the month out of compliance.
 - 2) Of the 98% of the sample received back from the contractors, no more than 20% shall be invalid responses. Invalid responses are considered codes 997, 998, and 999. Other responses that are invalid due to incorrect completion of the form will be returned to the contract for corrections. If the contract exceeds 20% for two additional months, SRS will take the percentage difference between the 20% and the contractor actual invalid percentage and apply it to each payment, withholding that amount from the contractor. This withholding will continue until three consecutive months are submitted with no more than 20% invalid responses.
 - 3) The provisions of A.2. will not take effect until after SRS has provided training to the contractor. SRS will continue through the term of this agreement and any extensions/renewals to provide training and technical assistance on the RMS as necessary.
 - 4) Completed cost reports shall be submitted by the contractor every six months on the following schedule:
 - i. January 1 through June 30 will be due no later than September 30.
 - ii. July 1 through December 31 will be due no later than March 31.
- p) Contractor shall participate in all trainings through the Kansas Institute for Social Services Education Development (KISSED).
- q) Any other contract and program requirement SRS deems relevant and applicable.

4.14

State Resources to be Provided:

- a) Refer the family to the Family Preservation Contractor within 24 hours of screening as appropriate for family preservation services.
- b) Refer the child and family to the Child Placement and Family Reintegration Contractor at the time the child is placed in SRS custody, the court has ordered out of home placement, and the child was not served by the Family Preservation Contractor within the previous 12 months.
- c) Refer the child to the Adoption Contractor for recruitment services when parental rights have been terminated or relinquished, the case plan goal is adoption, and no adoptive resource has been identified.
- d) Make prompt payment as per the contract.
- e) Assure referral information is sent to the contract electronically in a timely manner.

- f) Support linkages between the Contractors, or with the Juvenile Justice Authority.
- g) Facilitate the professional judgment resolution process.
- h) Obtain release of information for all third party information known to SRS which pertains to the child and family and provide the release to the Contractor.
- i) Participate in case planning conferences. SRS works in concert with the Contractor and the family to set the initial case plan goal—and authorizes any changes in subsequent case plan goal.
- j) Oversee case progress and participate in Quality Assurance activities.
- k) Notify Contractor of any critical changes in the family's situation within 12 hours verbally and in writing within 24 hours.
- l) Keep contractor informed of status of ongoing child abuse/neglect assessments.
- m) Participate in case plan review process.
- n) The SRS attorney will work with the court regarding court orders.
- o) Work with Contractor to address all identified concerns.
- p) Make the determination, through the application of the safety assessment, that a child cannot remain safely in his/her own home.
- q) Notify the Contractor of any changes in the client eligibility for Medicaid.
- r) Provide technical assistance regarding all state policies and laws impacting child welfare services.
- s) SRS will determine eligibility and negotiate adoption assistance.
- t) SRS provides information for Random Moment time study.
- u) Notify contractor when new information on Third Party Liability for any child comes to their attention.
- v) Monitor service delivery process as outlined in Contractor's proposal.
- w) Process applications for Interstate Compact on Placement of Children (ICPC) and Interstate Compact on Adoption and Medical Assistance (ICAMA).
- x) Transfer child's financial resources to the adoptive family.
- y) Issue consents to adopt.
- z) Maintain contact with, and submit all reports to the court. Liaison with court and district/county attorney.

4.15 **Contract Transition:** In the event a new contractor is awarded the contract for services covered by this RFP and any addendums or amendments to the resulting agreement, Contractor shall collaborate with the new contractor to develop a transition plan to be approved by SRS. Both contractors shall designate staff to serve on a transition team to design the plan, with this team being activated within ten (10) working days after the notification of contract awards. Items to be included in the transition plan include, but are not limited to the following:

- a) Providing for the safety and well being of the children.
- b) Avoiding disruptions of already established or planned services.
- c) Provide aftercare services to all families/children eligible as of date of termination of contract.
- d) Written notification to children, parents, foster parents, group home and residential facilities, Judges, and Guardians Ad Litem of the change in contractor.
- e) Preparation of written transition summary on each case that will be transferring with this summary being provided to the new contractor within 10 working days of the termination of the contract
- f) Transfer of the complete file on each child/family to the new contractor within 10 working days of the start of the new contract.
- g) Transfer of all computer files related to this contract in an agreed upon format.
- h) Transfer of statewide exchange developed during the implementation of this RFP.
- i) Submission of correct reporting, including but not limited to encounter data and monthly contractor reports

- 4.16 **Proposal Response Clarification:** In addition to items requiring a response up to this point, bidders are instructed to closely follow directions in Sections V and VI. Clarifications for the respective sections follow:
- 4.16.1 Section V: Bidders must submit all information requested in Section V with their Cost Proposal as instructed in 2.1. This information must not be submitted with the Technical Proposal.
 - 4.16.2 Section VI: Section VI contains a combination of concepts, best practices, response requirements, and scenario demonstration instructions. A complete Technical Proposal will include thorough responses to each response request beginning with the letter "R". Proposals will be reviewed and bidders may, or may not, be invited to perform the scenario demonstration portions of this RFP. Those bidders will be expected to fully explain activities required to resolve each specific situation.

**SECTION V
Adoption Services
COST PROPOSAL**

Name of submitting organization: _____

(Per instructions in this section of the RFP, submit a cost per region)

Monthly Rate for the Entire Contract

1 st Year	2 nd Year	3 rd Year	4 th Year

The rates for Years 5 and 6 will be negotiated at the time of renewal.

Check the Region for which this cost proposal is submitted:

Region 1 _____ Region 2 _____ Region 3 _____ Region 4 _____ Region 5 _____

Separate cost proposals are required for each region. Attach this sheet to the front of the Cost Proposal. Bids submitted for multiple regions may include narrative describing savings for efficiencies of being awarded more than one region. Additional submission instructions follow.

**Section V (cont.)
Cost Provisions**

5.1 Cost Proposal

Cost proposals must be submitted separately for each region for which the vendor is bidding. Each cost proposal must be submitted in a separate envelope from the technical proposal along with electronic version in Microsoft Excel. The cost proposal cover sheet provided must be used.

5.1.1 Assumptions to be used in the bid

For purposes of estimating a case rate, see Payment Schedule in the Payment Section 5.2.2.

Each cost proposal must contain the following:

5.1.2 Audited financial statements with management letters for the previous two years and current unaudited financial statements.

5.1.3 Monthly cash flow analysis for the first four (4) contract years. Include in the cash flow analysis all assumptions used to establish the projections including but not limited to the following.

- (a) Number of children for whom families are identified per month.
- (b) Number of Adoptive placements per month.
- (c) Number of Adoptive finalizations per month.
- (d) Number of disruptions to Adoptive placements and finalizations per month.

The cash flow analysis must include the following information:

Revenue

- (a) Contract revenue
- (b) Other Revenue (Source of revenue must be specified)
- (c) Total Revenue

Expenses

- (a) Administration - Direct
- (b) Administration - Indirect
- (c) Other Service Expenses (Type of expense must be specified)
- (d) Total Expenses
- (e) Total Revenue Less Total Expenses

5.1.5 To assure the fiscal solvency of the project, provide an explanation of your organization's resources to cash flow during the contract. This shall include but not be limited to:

- (a) Cash balances
- (b) Other liquid assets
- (c) Line of credit (specify source)
- (d) Other sources of revenue that would be available.

5.1.6 Provide a proposed annual budget for each of the first four (4) years of operation. Provide a description of your organization's method of accruing revenue and the allocation of indirect costs. Use the below format for the budget.

Revenue

- (a) Contract revenue
- (b) Other Revenue (Source of revenue must be specified)
- (c) Total Revenue

Expenses

- (a) Administration - Direct
- (b) Administration - Indirect
- (h) Other Service Expenses (Type of expense must be specified)

- (i) Total Expenses
- (j) Total Revenue Less Total Expenses

In addition to costs, the number of FTE associated with each of these expense categories also needs to be provided.

5.1.7 The Contractor will be required to submit in a Microsoft Excel format as provided by SRS monthly and semi-annual fiscal reports to SRS. All fiscal reports, unless other specified, shall be reported on the state fiscal year of July to June. These reports shall include but not limited to:

- (a) Budget for the contract and the organization as a whole.
- (b) Balance Sheet.
- (c) Income Statements for the contract and the organization as a whole.
- (d) Cash flow statement.
- (e) Cash projection.
- (f) Allocation of indirect costs.
- (g) Reconciliation report between encounter data information and expenses reported on the income statement.

Revenue and Expenses must be tracked separately by region and from the organization's other businesses. The Organization must be able to easily distinguish the contract transactions from the Organization's other business. Provide an explanation of how this will occur for the contract information. This includes but not limited to:

- (a) Checking accounts
- (b) Payment systems

Services purchased by Contractor from Contractor operated units and/or cost centers must be tracked separately and the amount charged to the operation of this contract cannot exceed the lesser of costs or charges. For purposes of this contract, costs are defined as the actual operating expenses of the unit/or cost center determined using the cost allocation methodologies described above and charges are defined as the average price charged to other state agencies, local government units or private pay customers during the contract period.

5.1.8 The Contractor shall submit an annual certified public audit of the organization within 180 days of the organization's year end. This shall include a separate audited income statement reflecting the cost of the contract for each state fiscal year of the contract.

5.2 Payment

There is no advance funding for start-up costs. All payments will be made in accordance with the contract. Payment by the State will be made in accordance with the State of Kansas Prompt Payment Act. Payments may be withheld or delayed for failure to comply with the terms of the contract.

5.2.1 General Payment Information

Services provided by this contractor must include, but are not limited to, the following.

- (a) Recruitment of a pool of adoptive families to ensure the best possible match.
- (b) Recruitment of an adoptive family when no family resource has been identified.
- (c) Preparation for adoption with the adoptive family.
- (d) Support of the child and family during the transition in conjunction with the child's case manager.

5.2.2 Payment Schedule

The contractor will be paid a flat monthly rate for the life of the contract. Beginning in Year 2, the Contractor will be paid 90% of the rate with the remaining ten percent of the monthly payments to be paid upon achievement of performance outcomes required under this contract. If outcomes or approval of a satisfactory corrective action plan is achieved, the balance will be paid to the contractor. Any payments due the contractor will be paid within 60 days of the end of the state fiscal year.

5.2.3 Continuing Responsibility of Contractor

For 12 months post finalization, the contractor is responsible for addressing family crisis in partnership with the child's case manager.

Section VI
Adoption Services Scope of Work

Table of Contents for Section VI	
6.1. Definitions	30
6.2. Regions of the State.....	31
6.3 Background.....	33
6.4 Family Centered Practice (Core) Expectations.....	39
6.5 Contract Purpose and Scope of Work	40
6.6 Services to be Provided	41
6.7 Adoption Intake.....	41
6.8 Assessment	43
6.9 Service Planning and Service Delivery	45
6.10 Recruitment of Adoptive Families	46
6.11 Population Served	47
6.12 Community Partnership and Sub-Contractors	47
6.13 Program Administration	48
6.14 Interstate Compact.....	48
6.15 MIS Requirements.....	49
6.16 Quality Assurance Programs	50
6.17 Constituency Services	51
6.18 Outcomes	51

6.1. Definitions

ACS: *SRS Area Contract Specialist*

Aging Out: *left care because attained 18 years of age and released from custody*

Ansell-Casey Life Skills: *assessment Tool for Independent Living*

AdoptUSKIDS: *the Children's Bureau in partnership with the Adoption Exchange Association and AdoptUSKids has implemented a national resource family recruitment campaign. The Adoption Contractor will serve as the Kansas Recruitment Response Team. Contractors are expected to participate in this initiative.*

Case Closure: *the case plan goal is achieved and The Secretary is relieved of custody.*

Case managing entity: *the Contractor (Family Preservation and Support or Reintegration/Foster Care) responsible for case management services.*

CLARIS: *(KDHE database) Childcare Licensing and Registration Information System*

Deciding Together: *a Series of guides to help a family decide whether they want to become a foster and/or adoptive family—this is an individual process (rather than the PS-MAPP group process) that the family must complete prior to a foster/adoptive child being placed in their home*

Disruption: *disrupted adoptions are those that involve a child who was formally placed for adoption (an adoption placement agreement has been signed) but adoption has not been legally finalized.*

Dissolution: *after adoptions are legal, the term dissolution describes the legal ending of the adoption (parental rights must be terminated or relinquished.)*

Dual Adjudicated: *youth who are adjudicated by the court to be both Child in Need of Care and Juvenile offender*

EEIF: *Educational Enrollment Information Form*

Encounter Data: *Any service provided to children and reported to CFS and maintained by SCRIPTS, as required by CFS.*

Full disclosure: *Full disclosure means that all team members will have the same information—and that no information about the child or family will be intentionally withheld—unless there is a legal determination that the sharing should not occur. Full disclosure requires that workers share with both birth families and resource families ASFA timelines, ramifications for action and non-action, approximate schedule for court hearings, etc. Full disclosure also implies giving families respectful feedback as to their progress on their case plan goals.*

KBI: *Kansas Bureau of Investigation*

KCANCR: *Kansas Child Abuse and Neglect Central Registry*

KDHE: *Kansas Department of Health and Environment*

Kin: *relatives, members of the tribes, godparents, stepparents, or any adult the family or child identifies as having a kinship bond with the child.*

Kinship Caregiver— Kinship care is a critical component to the child welfare service delivery system. Kinship care does not only apply to those cases where a child is placed outside of the home. It implies that in all instances where a family is involved in the child welfare system, we seek to identify relatives who might provide support to the family. This support can manifest itself in any number of ways; child care, transportation, emotional support, food or other concrete goods, etc. Kin must be identified as early as possible in the service delivery process.

Identified resource: a family who has been identified to serve as the short term care giver or serve as the adoptive or legal guardian for the child.

Life book (can use an scrapbook format – need to be individually tailored)

MEPA/IEPA: *Multi ethnic Placement Act/Inter Ethnic Placement Act*

PPM: *Policy and Procedure Manual*

Professional Judgment Process: *the process used to resolve professional disagreements between SRS and Contractor staff*

PS MAPP: *MAPP Partnering for Safety and Permanence - model Approach to Partnerships in Parenting (A comprehensive preparation and selection program for foster and adoptive parents)*

Resource family—a family willing to provide short term care or serve as the adoptive or legal guardian for the child.

Trial Home Placement: child is reintegrated and contractor continues to receive payment for up to 30 days after reintegration during this trial period—the plan must be approved by SRS, contractor, and the court—this trial home placement is to facilitate reintegration for the child when the court may be hesitant to allow the child to return home.

Visitation/Parent Child Interaction: opportunities for the child and the family to be with one another in a variety of natural settings such as having a meal together, picking up the child from school, going to a child's school event, as well as traditional scheduled visits.

6.2. Regions of the State

While this is a statewide contract, the successful bidder will be required to ensure that a full array of services be available within each region of the state.

- A. The following is a map of the SRS regions. On the following page is the map depicting the Reintegration/Foster Care and Family Preservation Contractor catchment areas.





6.3 Background

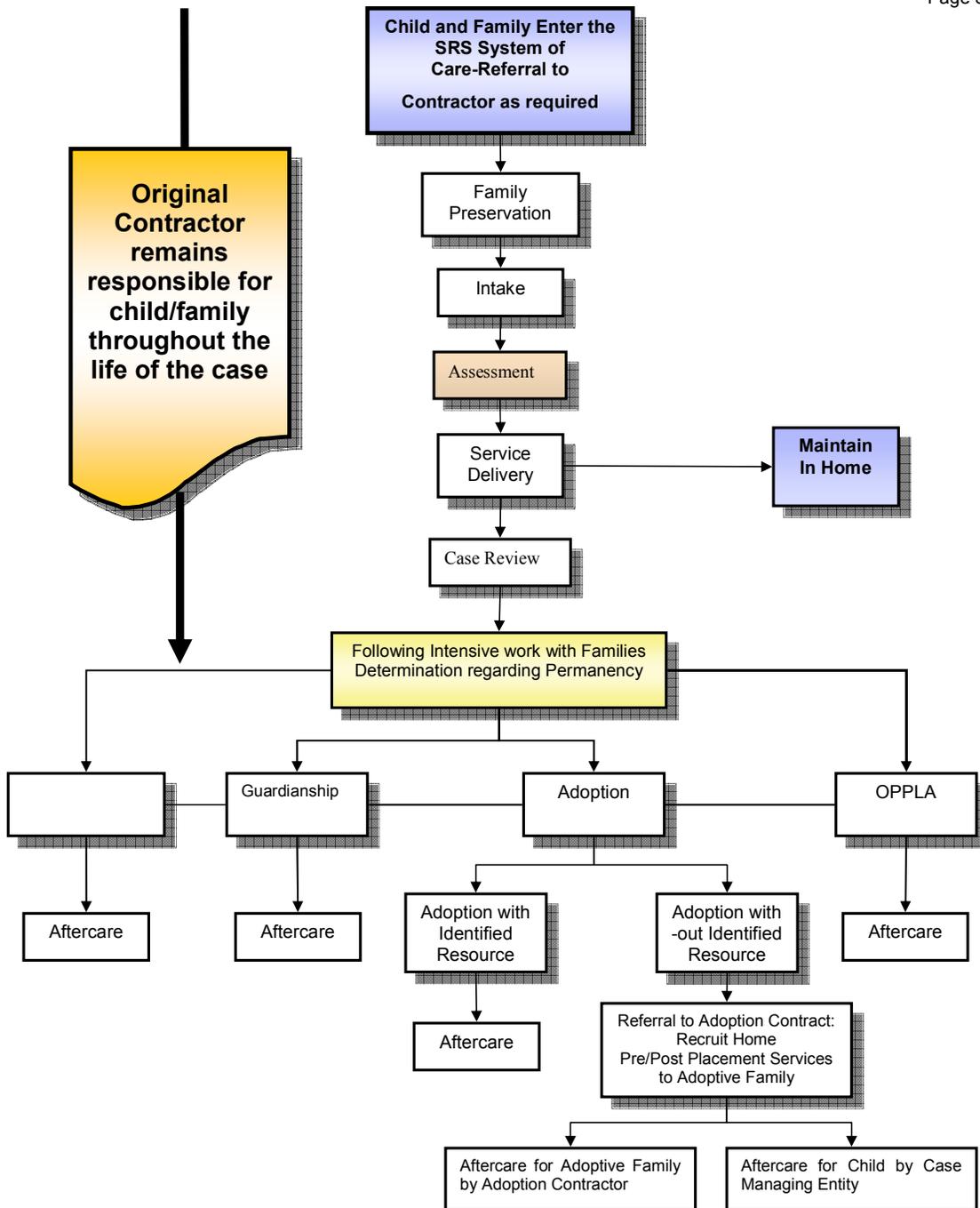
6.3.1 Safety, Permanence and Well-Being of Children

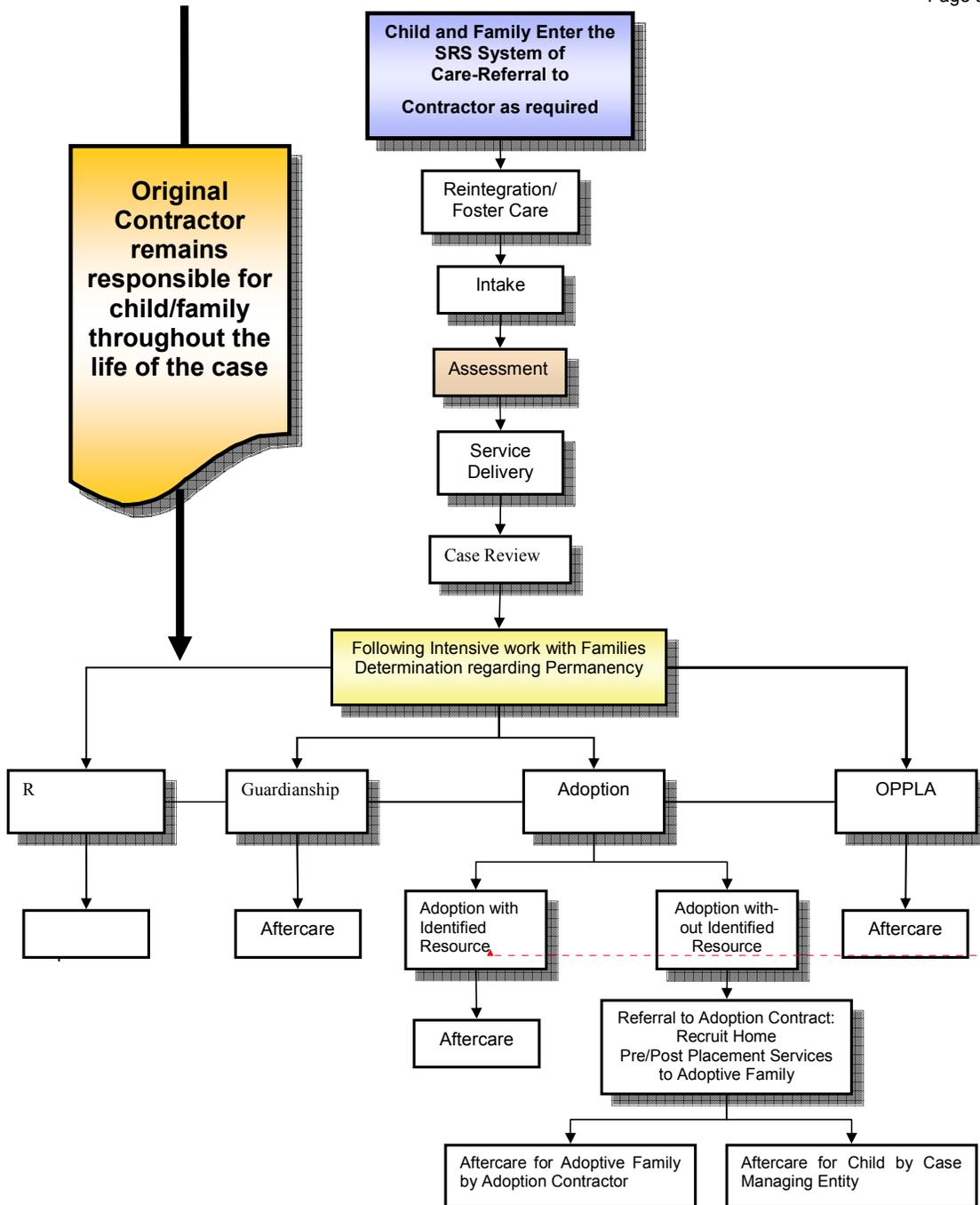
- A. This introductory section describes the entire child welfare system. While not every aspect of this introduction is germane to each contract, we provide it for the information of bidders so that you will understand our vision for the whole system of care.
- B. The Department of Social and Rehabilitation Services (SRS) is responsible to ensure that children are safe, and have permanent, legal connections to a family.
- C. When the safety of a child is in question, concerned citizens make referrals to the intake and investigation unit of the Department. If upon completion of investigation or assessment, the child and family can be served safely in the home with community supports, SRS does not request removal of the child from the home. It is always the goal of SRS to find effective and safe ways for children to remain with their families—and not have to be placed within the foster care system.
- D. There are times when the intensity of the in-home services and supports required for the child to remain safely in the home is such that SRS needs to partner with its community Contractors for the provision of these services. In these instances, a referral is made to a Contractor of Family Preservation and Support Services. The Family Preservation and Support Services Contractor must be available to provide services 24 hours 7 days a week for one year following referral if the family only needs Family Preservation and Support Services. The Family Preservation and Support Services Contractor has the responsibility to provide direct services to the family as well as help the family gain access to an array of necessary supports required for children to be free from abuse and/or neglect.
- E. There are also times when a child cannot remain safely in their home and the child must be placed in temporary care, either in a kinship placement or in a more traditional foster care setting. When this is assessed during the delivery of Family Preservation services, the case manager from the Family Preservation contract is expected to remain with the family through the placement, the child reintegration process or alternate permanency (including one year following permanency).

- F. There are other times when imminent child safety concerns are assessed by SRS staff during the investigation of the abuse or neglect allegation and it is determined that Family Preservation and Support Services are not sufficient to mitigate the threat of harm to the child. In these instances, a referral will be made to the Reintegration/Foster Care Services Contractor, who will remain with the child through placement, child reintegration process, or alternative permanency (including one year following permanency).
- G. The expectation is that the Contractor will place the child in a relative's home whenever possible. If this is not possible, (or relatives have not yet been identified) it is expected that the child will be placed in a resource family's home that is within the child's same community, and allows for the child to go to his/her same school. If a sibling group is removed, SRS expects that the Contractor will place the siblings together. It is an expectation that the case manager from the Contract agency in charge of working with the child and family, in concert with the resource family, will strive to help the birth family, relative or other care giver develop the skills and parenting capacities necessary so that the child can be reunified as rapidly as possible.
- H. A certain portion of the children referred for placement will not be able to return home. Many of these children have an identified family such as the resource family or relative who is willing to become the child's legal family either through adoption or legal guardianship. In these instances the case managing entity is expected to provide the pre placement, post placement and aftercare services.
- I. When the child has no identified family resource, SRS will make a referral to the Adoption Contractor for the purpose of recruitment of an adoptive family. The case managing entity will maintain case management responsibilities in all instances.
- J. In every instance when reunification is not possible, the goal of SRS is to find a family for the child—regardless of age. It is never acceptable that a child "age out" of the system without connections to adults who are devoted to and will be there for them.
- K. This contract model represents a change in past SRS contracts. Through this Request for Proposals and contracting process, SRS seeks to advance the quality of the service system and to ensure greater seamlessness between services provided to children and their families. Rather than have three separate case managers for a child/family in those cases when service needs change, SRS is expecting that Contractors will retain case management through service transition and beyond. The reasons for this shift are to 1) minimize the problems and time lags associated with case management transition from one contract to another 2) ensure continuity of care and 3) improve the practice model so that the time children spent in out of home care, or without a permanent family is decreased.
- L. SRS understands that this change represents both a practice and culture change—not only for Contractors but for SRS staff. SRS is committed to making certain that we put in place the training and system supports required to ensure the success of this service model.

6.3.2 Linkage Between Contractors

- A. If the child and family were already being provided services through the Family Preservation and Support Services Contractor and it was determined that the child(ren) must be placed, the same case manager must follow the child and family into the placement phase and work to reunify the child and family. The Family Preservation Contractor is responsible for out of home placement, and may choose to utilize a resource family recruited by another agency, or recruit their own. If the Family Preservation and Support Contractor chooses a home recruited by another agency, they must purchase the placement service and coordination and collaboration is expected between providers. If the child ends up moving through the system to adoption, the Family Preservation Contractor will maintain case management services until the child has achieved permanency and aftercare services are completed.
- B. If the child and family were first served through the Reintegration/ Foster Care Contract, the Reintegration/ Foster Care Contractor is responsible for out of home placement, and may choose to utilize a resource family recruited by another agency, or recruit their own. If the Reintegration/ Foster Care Contractor chooses a home recruited by another agency, they must purchase the placement service and coordination and collaboration is expected between providers. If the child ends up moving through the system to adoption, the Reintegration/ Foster Care Contractor will maintain case management services until the child has achieved permanency and aftercare services are completed.
- C. When parental rights have been terminated or relinquished and the child has a case plan goal of adoption and no adoptive resource has been identified for the child, SRS will facilitate the referral of the child's case to the adoption contractor for recruitment services. The case managing entity will remain responsible for all case management responsibilities for the child throughout the life of the case.
- D. The following diagrams depict the integration of the contracts.





[Red dashed line pointing to a red-outlined box]

6.3.3 Family Centered Practice Principles

- A. Family centered practice requires that the family be viewed as a system of interrelated people and that action and change in one part of the system impacts the other. While the ultimate goals are the safety, permanence and well being of the child, the entire family is the focus of intervention. In family centered practice, the work is not intended to solely be one of “diagnosis and treatment”. Many families that come to the attention of the child welfare system are in need of assistance in basic parenting tools such as daily living skills and managing normal child developmental stages of behavior. Additionally, many of the families that come to the attention of SRS need access to community resources that can help them keep food on the table, provide rental assistance, etc.
- B. Family Centered practice requires the delivery of an individualized array of informal and formal services and supports to meet child and family needs. The development of creative community options is often necessary to meet the needs of families served. In effective service systems, the delivery of services appears seamless to the family—providers working together as a collaborative team.¹
- C. Family Centered Practice also requires an understanding of the importance that relatives and other kin can play in planning for and ensuring child safety and permanence. The tradition of extended family and other significant adults caring for children when the child/youth’s parents are not able to do so is strong in all cultures. This tradition has been based on the strengths of family members and networks of community support to ensure that children remain within their own families and communities when parents cannot provide the care, protection, and nurturing that children need. It has really only been in the past ten years that effective child welfare practice has begun to include and plan for “kinship care” as part of its many permanency options for children. In the late 1980s and early 1990s as growing numbers of children were entering foster care and, simultaneously, the number of traditional foster families was declining, child welfare systems began to look to children’s extended families as resources for the care of child/youth who entered the formal child welfare system. Since that time, increasing numbers of children who enter foster care have been placed in the care of kin.²
- D. Family Centered Practice requires that the entire system of care seek to engage the family system in helping them improve their ability to safely parent their children. This includes resource families. Under this contract SRS expects that all temporary caregivers whether they be kin or a more traditional foster caregiver, work with the birth family as a mentor and role model, until either the child can return home or it is determined that the child will not be able to safely live with their birth family. The more that resource families can create/maintain a relationship with the birth family, the less the child experiences divided loyalties—and the more that the expertise of both sets of parents is shared for the benefit of the child. Resource families have many skills that when shared with the birth family in a teaching manner, increase the likelihood of children being able to successfully reunify with their families.³
- E. Finally, when it is necessary to legally terminate parental rights, we work diligently to find the children a new family. Long term foster care or Independent Living are not and can never be acceptable permanency goals for a child. Children and youth deserve permanent, legal connections with adults who love them and are committed to them.

6.3.4 Community Partnerships

¹ Much of the work of Annie E. Casey’s community building is based on research that children who grow up in strong caring communities far better in nearly every indicator; health, education, social experiences, family interaction. (2002)

² Children’s Bureau Express (a publication of DHHS). 2003.

³ This practice model is part of the practice paradigm shift to improve child permanence that is supported by the National Resource Center for Foster Care and Permanency Planning and funded by the Children’s Bureau of DHHS.

- A. This contract model places an increased emphasis on community partnerships, and these community partnerships serve as a vehicle for much of the service delivery. SRS expects all Contractors to develop strong working partnerships within their communities in order to understand and access the wealth of community services and supports available to families. In order to assure that the needs of children and families with disabilities or health needs are met, SRS expects contractors to develop working local partnership plans with certain community organizations such as community mental health centers, community developmental disability organizations and substance abuse providers
- B. This contract places increasing emphasis on assuring that children and families with special health care needs or disabilities receive appropriate assessments and referrals for services they need. SRS expects contractors to assure that children in the contract receive needed services and expects contractors to assist the adult family members in accessing services. This contract provides for all Medicaid-eligible services provided by Medicaid-eligible providers be billed directly to Medicaid. Monthly payments to contractors contain no Medicaid funding. All Medicaid services, including physical health, mental health, and inpatient psychiatric services (state hospital, private psychiatric hospital and Level VI facilities) can be billed to the medical card, including any Medicaid reimbursable services a contractor provides using an eligible Medicaid provider in their employment.

6.3.5 Best Practice

The Best Practices that drive the delivery of child welfare services within the state of Kansas are as follows:

- A. Preservation of the family whenever possible. When it is not possible that children remain living with their birth family—that connections are preserved for children to their kin, their culture, and their community.
- B. When children must be removed from their homes, we ensure that parent child interactions occur as frequent as possible between parent and child, between case manager and family.⁴
- C. “Family directed” intervention—we do not seek to tell the family what to do but to create an environment where families can best determine their own actions.
- D. Honest feedback to families.⁵
- E. Ensuring that services are intentionally/planfully directed toward teaching the family skills to function independently without the formal helping system.
- F. Respect for families is at the core of service provision.
- G. Work with both the child and the family system.
- H. Children have voice in decisions that impact their life.
- I. Community partnerships serve as a vehicle for much of the service delivery.
- J. Work from a strengths perspective.

6.4 Family Centered Practice (Core) Expectations

- 6.4.1 Develop strong collaboration with other contractors to ensure children experience seamless care when their permanency goal shifts from family preservation to child placement, reunification or adoption.
- 6.4.2 Develop and implement an orientation to service provision that is family centered: focusing services on the entire adoptive family, to reduce the risk of the placement disrupting.

⁴ Some of the best research on the importance of frequent parent-child interaction has been conducted by Hess. Case and Context: Determinants of Planned Visit Frequency in Foster Family Care. (CWLA 1998). Family Visiting of Children in Out of Home Care: A practical Guide (CWLA 1999). Family Connection Center: An Innovative Visitation Program. (CWLA 1999).

⁵ Full Disclosure is a practice model that is inherent in a strong Family Centered/Concurrent Planning Environment. Frankel. Family Centered, Home Based Services in Child Protection: A Review of the Research. Social Service Review (1997).

- 6.4.3 Develop and implement an orientation to service provision that is *culturally responsive*: thoughtfully integrating the culture, race and ethnicity of the child and family when planning for and providing services.
- 6.4.4 Create a model approach to placement that ensures children retain connection to kin, culture and community.
- 6.4.5 Expect that when a child is living with a resource family prior to adoptive placement, the resource family will work in partnership with SRS, the case manager, and the adoptive family to ensure the transition is as smooth as possible.
- 6.4.6 All Contractors must be accessible to crisis calls within one hour to ensure that children do not have to move from their homes, to a more restrictive environment, or out of community to a lateral environment. If the crisis intervention is not effective, the case managing entity will provide emergency placement services.

R6.4 Bidders are asked to describe in the body of the proposal what ensuring connection to kin, culture and community means in day-to-day practice.

Bidders must describe their approach to the delivery of adoptive family development and post finalization services in a family centered context.

SD6.4 SCENARIO DEMONSTRATION: Bidders must come to the Scenario Demonstration process with five concrete examples of how they have worked to ensure that the culture within their agency honors and promotes family centered, family responsive and culturally sensitive practice.

6.5 Contract Purpose and Scope of Work

- A. The adoption of children, who for whatever reason are without families of their own, has long been a goal of SRS. Concerted efforts have been made to assure that all children regardless of their needs and their age, have the opportunity for a family of their own.
- B. SRS is soliciting proposals from the private sector for a system of care for children whose parental rights are terminated or relinquished and their case plan is adoption, where all known resources have been exhausted and who are in need of adoptive recruitment services, to find an adoptive family for the child. There will be only one adoption contract awarded for the entire state. The proposal must include the targeted recruitment for children already in the state system and the development of a pool of families for children who will enter the system. Additionally, the Adoption Contractor will be responsible for training, retention and support of all current adoptive families in the statewide adoption pool and any new families recruited through this contract. Contractor will also be responsible for the development and the management of the state adoption resource exchange.
- C. The Contractor shall be responsible for assuring that a full range of adoption services are provided to adoptive families from time of recruitment to completion of aftercare. The case managing entity, will be responsible for providing services for the child until 12 months after the adoption finalization is achieved, while the Adoption Contractor is responsible for providing services to the adoptive family.
- D. The purpose of the contract is to provide for all children without an identified resource:
 - 1. An Adoptive family that meets their needs.
 - 2. Support/training for the adoptive family as required.
 - 3. Develop and implement a statewide system of adoptive family recruitment and preparation for the placement of those children in SRS custody with parental rights terminated or relinquished.
 - 4. Develop and Maintain a statewide Adoption Resource Exchange and full capability to electronically interface with the National Resource Exchange (an Exchange must be operational by 10/1/05).

- E. SRS will retain ownership of the Statewide Adoption Exchange developed under this RFP. This includes all data, forms, procedures, software manuals, system descriptions and workflows, assessments, forms, training materials, and curricula developed for the statewide exchange.
- F. The Adoption Contractor's involvement will begin when there is the consideration of a child's case plan goal changing to adoption and the child has no identified resource. Close collaboration is essential with the case managing entity and SRS to assure the child is prepared for adoption and a smooth transition to adoption. The child's case manager shall take the lead in the preparation of the child and will coordinate with the Adoption Contractor's worker. The Adoption Contractor's services shall focus on the needs of the adoptive family. When a referral is made to identify an appropriate adoptive family for the child, the focus should always be on finding the right family for the child, rather than finding a child for a specific family. Priority consideration shall be given to relatives regardless of where they reside. This shall include in state as well as out of state relative placements.

6.6 Services to be Provided

- A. The contractor must develop a continuum of services for children being adopted that must include:
 - 1. Recruitment, assessment, and preparation of a pool of adoptive families to ensure the best possible match.
 - 2. Recruitment, assessment, and preparation of an adoptive family when no family resource has been identified. This will require getting to know the child, their needs, his/her wishes and dreams.
 - 3. Preparing the adoptive family for adoption—including helping the family prepare to address the attachment, loss and grief issues of the child.
 - 4. Supporting the child and family during the transition in conjunction with the child's case manager.
- B. The Adoption Contractor is expected to work closely with the child's case manager. The child's case manager shall help children understand why they cannot return to their birth parents, prepare the child for a move to a new family and help them deal with complex separation issues.
- C. Assessment information has been compiled since the time the child came to the attention of SRS. The case managing entity shall make this information available to the Adoption Contractor within 5 working days of referral. SRS seeks to eliminate all redundant processes during this contracting cycle, ensuring that there is a seamless approach between service providers.
- D. The Contractor will develop and maintain the state Adoption Resource Exchange in order to facilitate the timely placement of children and to maximize their opportunity for a permanent family. This exchange calls for the registration of all children waiting for a family and registration of all approved families for more timely matching. Families are considered for the type of child they indicated they could accept, whenever such child becomes available for adoption. Focus, however, is on selecting a family who will meet the needs of each child rather than finding a child for a family. This is accomplished through targeted recruitment, family preparation and on-going support services.
- E. The Adoption Resource Exchange shall electronically interface with the National Adoption Exchange. The success of the National Exchange is contingent upon assuring all Kansas children without identified resources are registered on the Exchange.

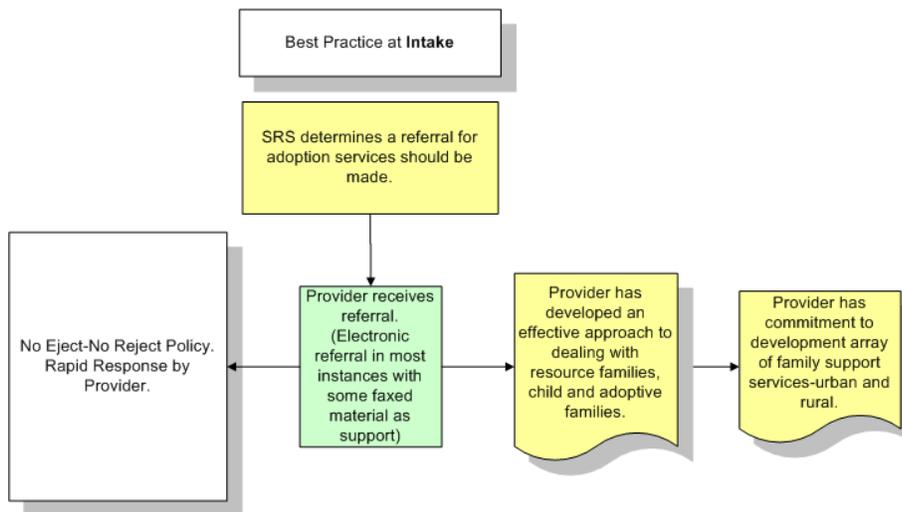
6.7 Adoption Intake

A. Referrals made by SRS, will be made within 5 working days once the case plan goal becomes adoption, parental rights have been terminated or relinquished, and there is no identified adoptive resource family for the child.

B. The Contractor will determine the most effective intake model that ensures:

1. There is a no eject/no reject response. All referrals must be accepted.
2. Information about strengths and resources of the child is communicated.
3. Needs of child are discussed.
4. Documentation of all previous explorations of kin by the case managing contractors.
5. Individualized Recruitment Plan for each child completed within 20 calendar days of referral.

C. The following diagram depicts best practice at intake.



D. Family Intake Recruitment Process:

1. Establish a toll free number to receive calls from people who are interested in the adoptive process and want more information about children registered on the adoption exchange.
2. Establish a Statewide Resource Exchange in order to facilitate the timely adoptive placement of children. All children waiting for a family and all approved families must be registered on the statewide Exchange. The Statewide Exchange must electronically interface with the National Adoption Exchange.
3. Collaborate with AdoptUSKids campaign by establishing and maintaining a Statewide recruitment Response Team that will:
 - a. Welcome and respond to families in a professional and culturally appropriate manner.
 - b. Be responsible for assessing and preparing the family if the family is interested in adoption or connecting the family with a child placing agency if interested in foster care. They must track progress of all families, who respond to the campaign, throughout the recruitment period—the recruitment period is defined as the time from the initial contact with the family to the placement of the child with the adoptive/resource family
 - c. Respond to families who contact AdoptUSKids within 2 business days of the family contacting AdoptUSKids website /informational system and send a packet of state specific information (developed and gathered by the contractor) to the family.

- d. Participate in on-going and development of training/technical assistance provided by SRS and AdoptUSKids
3. Track all data required by Adopt USKids and SRS for evaluation and continuous quality improvement. Data will be provided to AdoptUSKids in their format and within their required timeframes. Data will also be made available to SRS in an electronic format at least quarterly. At a minimum, data tracked shall include: resource last name, resource first name, resource address, resource city, resource state, resource zip code, resource telephone number, resource county of residence, date of notification from AdoptUSKids, date of initial successful contact with resource, resource family's preference for foster or adoption if specified, child placing agency working with a resource, date resource begins training, date intent to apply form sent to KDHE, date resource completes training, number of training classes attended, date home study process began, date home study completed, date temporary license was requested and issued, date license issued, date child placed in resource home, whether placement is foster or adopt.

SD6.7 SCENARIO DEMONSTRATION: Bidders will be asked to walk the SRS Proposal Review Committee through the intake process—samples of intake paperwork must be presented during the scenario demonstration process.

6.8 Assessment

6.8.1 During the time between the initial team meeting and the development of the initial Family/Child Case Plan, the Family Preservation or the Reintegration/Foster Care Contractor must complete a comprehensive family centered assessment. SRS intends to standardize the content of the assessment—and expects that each bidder will contribute their best thinking to this process. **We have included this section in the Adoption Contractor RFP—because while much of the assessment work will be completed by the time the referral is made for adoption services, SRS is interested in knowing how the Adoption Contractor will integrate existing assessment information into the planning for adoption services.** SRS is not interested in having the Adoption Contractor complete an entirely new assessment. This is confusing to the child and wastes the resources of the state. The comprehensive birth family system assessments will already have included:

A. General Family Centered Assessment

1. Description of family strengths and resources—as told by the family as well as observed by the social worker.
2. Description of times when things were working well in the family system.
3. What has been tried in the past—what has worked and what has not worked.
4. If the child is in care, the assessment must include a description of the needs of the child as well as the family system.
5. Perspectives of custodial and non-custodial parents.
6. Genograms that can teach us about kin who can serve as a support to the family.
7. Description of family and child relationships and interactions.
8. Description of the family's financial situation and ability to meet basic needs. This should include vocation, employment or education needs of caregivers.
9. Description of the family's access to health care and information regarding the child and families health including dental, hearing, and vision issues if they exist)
10. Eco-grams that can provide information about the families' connections to the community.
11. Description of any issues of family violence.
12. Description of legal issues or concerns.
13. The developmental status of all children in the family.
14. In addition, if the child/youth is between the ages of 8 and 21 we expect that the Case Managing Entity will have completed the Ansell-Casey Life Skills assessments and curriculum.
15. If the child is placed with kin, the assessment phase must also determine the kinds of supports that the kin will require to care for the child. Sometimes these supports can be provided by other kin and sometimes supports will need to be provided by the case managing entity.

16. If the child's permanency plan moves to adoption, issues that the child is struggling with must be assessed. (This portion of the assessment must be completed at the time the plan turns to adoption.)

B Educational Assessment

Description of the educational needs of child/children in the household. *The case managing entity should compile educational information, including regular and special educational records, attendance history, educational accommodations or special educational needs, etc.*

C. Health Screenings:

The Case Managing Entity should have compiled information for all health care domains into their process for assessing the health care needs of youth

1. initial and periodic screening
2. initial and periodic comprehensive health assessments– Kan be Healthy Screenings
3. referrals to and coordination of care with designated health care and specialty health care service providers
4. Screenings, assessment, referrals through the transition periods youth may experience while involved in child welfare services, particularly at entry into child welfare services, at changes in placement, the return home, and termination of parental rights
5. dental
6. vision
7. hearing
8. nutritional
9. pharmacological

D Mental Health needs of child and family:

1. Identify any general mental health needs of the child
2. Identify the mental health needs of family members
3. Screening Tool for SED - Complete the Child Welfare Mental Health Referral Guide - This simplified checklist will help determine if further assessment is needed and is intended to guide Child Welfare staff in making referrals for serious emotional disturbance (SED) determination to the Community Mental Health Center (CMHC). The actual assessment for SED is to be completed by the CMHC.

E Developmental Disability needs of the child and family:

1. Screening - Utilize the standardized screening tool to determine the need for further assessment of mental retardation/developmental disabilities of the child. This tool is to guide child welfare staff in making referrals to the Community Developmental Disability Organization. The assessment and eligibility for DD services is to be completed by the community developmental disability organization (CDDO).
2. Identify the developmental disability needs of family members, as appropriate.

F. Substance Abuse needs of the child and/or family:

1. Utilize the standardized screening tool to determine the need for further assessment of substance abuse/addiction issues. This tool is intended to help guide child welfare staff in making referrals to licensed substance abuse providers for services. The assessment and eligibility for services is to be completed by a licensed substance abuse provider.
2. Identify any substance abuse treatment needs of family members, as appropriate.

G. For all health care domains of physical health, mental health, developmental disability, and substance abuse the case managing entity should have compiled information regarding:

1. Identification of any accommodations the child may need while in service or out of home placement. Include information regarding setting in which the accommodation may be needed if relevant (IE; home, school, community setting).
2. Current medications and instructions if child is being placed out of the home.
3. Historical, current and ongoing treatment/service/support (health related) needs of the child.
4. Historical and current provider information of the child and releases of information as appropriate.
5. Historical, current, and ongoing treatment/service/support (health) needs of the family.
6. Historical and current provider (health) information of the family and releases of information as appropriate.

H. The Comprehensive family system assessment will be supplemented with additional information by the Adoption Contractor to include:

1. Issues of loss, attachment and grief that the child may be experiencing and what the adoptive family will need to do to meet the child's needs. The Adoption Contractor is expected to collaborate with the case managing entity to address these issues.
2. Adoptive family needs –pre and post placement. There is an expectation that adoptive parents with disabilities will be provided appropriate supports.

6.8.2 It is the job of the Adoption Contractor to ask questions that will ensure the adoptive family has the information required to care for the child.

R6.8 Bidders must describe the kind of information required to ensure that adoptive families have what they need to care for their child.

6.9 Service Planning and Service Delivery

6.9.1. Development of the Service Plan

- A. The assessment for specific adoption services leads to the development of a service plan for the adoptive family. Services for the family must also relate directly to the assessment, be time limited and focused on ensuring ease of transition and stability of placement for the child.
- B. When the child has no identified resource, parental rights have been terminated or relinquished, and the case plan goal is adoption, a referral will be made to the Contractor for Adoption services. There will be only one Adoption Contract for the entire state. The Adoption Contractor's involvement will begin when there is the consideration of a child's case plan goal changing to adoption and the child has no identified resource. The Adoption Contractor is responsible for targeted recruitment of families for children who do not have an identified resource. The Adoption Contractor's responsibility is to find the most appropriate home for the child and to provide pre- and post-placement services including aftercare to the adoptive family.
- C. While families have the right to expect quality services, the focus should be on finding the right family for the child, rather than finding a child for a specific family. The case manager must notify the Adoption Contractor within 5 working days of when child's permanency goal becomes adoption—so that if services are required the Adoption Contractor is prepared. Timelines for adoption must meet or exceed the Child and Family Service Review guidelines: 32% of all adoptions must finalize and child released from custody within 24 months of removal from the home.
- D. The adoption contractor will be responsible for training, retention and support of families they recruit.
- E. The Adoption Contractor shall be responsible for assuring that a full range of adoption services are provided to adoptive families from time of recruitment to completion of aftercare. The case managing entity will be responsible for providing services for the child until 12 months after the adoption finalization is achieved, while the adoption contractor is responsible for providing services to the adoptive family.

- F. If the child and adoptive family need supportive pre-placement and post adoptive services in order minimize the possibility of placement disruption or dissolution, it is the expectation that the Adoption Contractor will work together with the case managing entity, the adoptive family, and the child to ensure a solid plan is in place. However, if a disruption or dissolution occurs during the aftercare period, the case managing entity is financially responsible for placement and other contractual services the child may need. This will not be considered a new referral to that contractor. The Adoption Contractor will be responsible for recruiting and preparing a new adoptive family if necessary. This will not be considered a new referral to the adoption contractor.
- G. The Adoption Contractor will be expected to work with the Case Manager to help develop Lifebooks and other services to the child which will make the transition into adoption easier for the child. Life books are a tool designed to record the child's life history. Each significant life event should be added to the life book by the respective Contractor. The life book belongs to the child.

6.8.3. Court Attendance

Court attendance is required for finalization of adoption.

Whenever SRS must attend court for a child/family referred to the Contractor, it is the expectation that the Contractor will attend the court hearing and testify if asked. The Contractor must come to agreement either through consensus or timely use of the Professional Judgment Resolution process with the SRS social worker about all case issues in sufficient time to present a unified plan to the court.

- R6.9.1 Bidders must describe how they practice full disclosure to ensure that the adoptive family is given all information needed to successfully parent the child. *Full disclosure means that all team members will have the same information—and that no information about the child or family will be intentionally withheld—unless there is a legal determination that the sharing should not occur.***
- R6.9.2 There are times when placements disrupt. Bidders must describe how you intensifying services to avoid potential disruptions and strategies you use to create permanence in the life of a child, when a disruption has occurred.**
- SD6.9 SCENARIO DEMONSTRATION Bidders are asked to describe the assessment process used for preparing families for adoption in a thorough and timely manner. Please bring existing assessment tools to the scenario demonstration.**

6.10 Recruitment of Adoptive Families

Research has taught us those characteristics of adoptive families who are effective in caring for children (especially older children) adopted through the child welfare system) include:

- A. Having empathy for both the child and the birth family.
- B. Tolerating ambiguity and uncertainty in the outcomes and timeframes of a child's case. They recognize that much of the decision-making is not in their hands, but in the hands of the court.
- C. Possessing a philosophical, and spiritual belief system that supports altruism and providing care for others.
- D. Possessing a basic satisfaction with where they are in life, with no significant, driving unmet needs.
- E. Demonstrating a willingness to share relationships with a child.
- F. Demonstrating resourcefulness when confronted with challenges.

- G. Understanding the importance of children maintaining positive connections with their birth parents, kin and home community.

(1)

R6.10.1 Bidders must provide their detailed recruitment plan that identifies:

- a) **How the contractor will work with the AdoptUSKIDS campaign as part of a general awareness strategy.**
- b) **Targeted recruitment strategies—how the Contractor will recruit the specific kinds of families identified by the region with specific attention to homes for adolescents, sibling groups and children with special needs such as behaviorally difficult youth.**
- c) **Child specific recruitment strategies—how the Contractor will recruit adoptive families for children referred**
- d) **How contractors will address the MEPA/IEPA guidelines.**
- e) **Approach to preparing and assessing all appropriate families using the Partnering for Safety and Permanence - Model Approach to Partnerships in Parenting (PS-MAPP). PS-MAPP is to be presented in its entirety without modification or editing. All PS-MAPP leaders and co-leaders must be certified as completing PS-MAPP leadership training. Resumes must be maintained of all PS-MAPP leaders. We strongly encourage having resource and adoptive families serve as (co-) leaders of PS-MAPP and believe this team approach facilitates recruitment and retention of resource families.**

R6.10.2 The Plan must also include a description of the Bidder's strategy for on-going training and support, which includes providing support services to the family to avoid placement disruption.

6.11 Population Served

- A. This contractor will serve children who have a case plan goal of adoption, parental rights have been terminated or relinquished, who have no identified adoptive resource, and have been referred to the contractor by SRS. This contractor will be expected to participate with the case managing contractors in case planning conferences where adoption is being considered and there is no identified adoptive resource.
- B. This contractor will serve all families who are seeking to become an adoptive family, from recruitment to completion of aftercare. This includes preparation, assessment, training, and support for the family. This will include all families currently in the adoptive process with the current Adoption Contractor.

6.12 Community Partnership and Sub-Contractors

- A. Adoptive families may require the support of many service providers. To effectively provide this array of services requires well developed partnerships within the community and across the region. SRS will assess Contractor's intent to build and/or maintain partnerships by the meaningful plans for inclusion and coordination of service delivery this includes services for children with special needs and adoptive parents who have special needs.
- B. One of the key components to developing a strong relationship with a sub-contractor is the assurance that they fully understand the practice philosophy and expectations for outcomes and reporting. It is not enough to merely make the referral to a sub-contractor—you must ensure that the sub-contractor practices as if it was you doing the work.

- R6.12.1** Bidders must describe what information is needed from SRS and case managing contractors to successfully recruit adoptive families for children.
- R6.12.2** Bidders must describe your plan for coordinating services with the case managing entity.
- R6.12.3** What are the greatest challenges in teaching adoptive parents to advocate for the child with a Community Mental Health Center, CDDO, schools and substance abuse treatment providers? How have you overcome them? Please be specific.
- R6.12.4** Bidders must describe your model of sub contracting with other agencies. The description must include the flow, communication points, meeting points, etc. Letters of commitment from all anticipated subcontractors or collaborators should be included in your response. The Bidder should include a sample Memorandum of Agreement that you intend to use with all sub-contractors describing best practice expectations.
- SD6.12.1** **SCENARIO DEMONSTRATION:** Bidders will be asked to discuss how they have re-directed the work of a sub-contractor in the past, when the work was not accomplishing the goals expected. We expect the bidder to describe, your first, second and final strategy for correction of a sub-contractor's performance.
- SD6.12.2** **SCENARIO DEMONSTRATION:** Bidders will be required to discuss in detail, at least three experiences that they had where true community partnership resulted in improved outcomes for children and families. Specific letters of support from these community providers would assist the discussion.

6.13 Program Administration.

Because this is a statewide contract, the Adoption Contractor faces the unique challenge of interfacing with every region of the state. Further, the Adoption Contractor must maintain the Adoption Exchange as well as collaborate with the AdoptUSKids—a new national resource center promoting child adoption and foster care.

- R6.13.1** Bidders must describe your plan for developing and maintaining the Adoption Exchange.
- R6.13.2** Bidders must describe how they envision collaborating with AdoptUS Kids
- R6.13.3** Bidders must describe how the Contractor will assure coverage in all geographic areas of the state, promote and develop recruitment and family support services in all areas of the state.

6.14 Interstate Compact

- A. For the majority of children waiting for a family through the child welfare system, a permanent family can be located in their own communities. Such a placement means that the children do not have to adjust to new schools, make new friends and learn the nuances of a new community while learning how to live with their new family. When this occurs we all celebrate knowing that we helped to create a family.
- B. However, for some children this is not the case. Large sibling groups, children with exceptional special needs, or teenagers, frequently linger in care because the local community does not have families willing or able to create a family for them. When this is the case, the largest possible net must be cast to find an appropriate, loving and permanent home. This means looking across community, county and state lines.

- C. The good news for children and families is that we live in a world where distance between states doesn't mean what it once did. Ease of transportation, the internet, video conferencing, and phones with pictures – the list is endless—all allow us to communicate across the county or across the country rapidly and effectively. Specifically, this smaller world makes it much easier to work across jurisdictional boundaries to find families for children awaiting adoption or in need of foster care. As a result, the frequency of interstate placements with relatives and/or the possibility for children involved in the child welfare system to be adopted by couples in other states is increasing. This means that you can find permanent homes for children more rapidly.
- D. With this opportunity for more rapid permanence for children, come challenges. One of the most significant challenges is making certain that the permanency goals and the services and supports identified as being necessary to the child's well being, continue when the child crosses the state or county line. It is absolutely critical that the goals and services established for the child by the sending agency⁶ are honored and implemented by the receiving state⁷. **The legal force behind these protections is called the Interstate Compact on the Placement of Children (ICPC).** The ICPC is the best means we have to ensure protection and services to children who are placed across state lines for foster care or adoption.
- E. Contractors will comply with the rules and regulations as required by the Interstate Compact on the Placement of Children.

R6.14.1 The Bidder must describe how timely referrals for Interstate Compact for Placement of Children (ICPC) will occur.

R6.14.2 Bidder must describe their plan for placing children in other states.

6.15 MIS Requirements

SRS is intending to expand its use of electronic storage and exchange of information. In doing so, SRS and its Contractors must take precautions to ensure the confidentiality and security of information. SRS expects that all contractors will be HIPAA compliant with regard to the electronic data interchange, security and privacy standards. Electronic interchange of data allows for information to be more efficiently transmitted. SRS will attempt to send as much information to Contractors as possible electronically and expects that Contractors will do the same.

B. SRS expects that the Contractor will:

1. Send the acknowledgment of referral to the regional office via e-mail. (Address will be provided by each regional office)
2. Directly enter data in FACTS as required.
3. Submit all reports in Microsoft Excel[®]
4. Agree to working with SRS in this evolving technological environment—and respond to new innovations as they are introduced.

C. SRS will:

1. SRS will create a dataset file at case opening for electronic retrieval by or transmission to the contractor. Case opening data fields include at a minimum:
 - a. SRS worker name
 - b. SRS Management Regional Identifier

⁶ The state, a subdivision of the state, a court of the state, a person, corporation, association charitable agency or other entity which sends, brings or causes to be sent any child to another party state.

⁷ The state to which a child is sent, brought, or caused to be sent or brought, whether by public authorities or private persons or agencies, and whether for placement with state or local public authorities or for placement with private agencies or persons.

- c. SRS Case County Identifier (XX)
 - d. SRS Client ID (NNNNNNNNNN)
 - e. SRS FACTS Case Number for a Family
 - f. SRS Event Number t (NNNNNNNN)
 - g. Up to 5 client Races(s) (XX)
 - h. Client Ethnicity (XX)
 - i. Client DOB (DDMMYYYY)
 - j. Client Gender (X)
 - k. Client SSN (if available) (NNNNNNNNNN)
 - l. Client Case Role (child, adult, head of household) (X)
 - m. Referral Start Date (MMDDYYYY)
 - n. Address Lines 1-3 from MACL
 - o. Client Zip code (NNNNN)
 - p. Up to 5 Removal reason(s) into foster care as applicable (XXX)
 - q. Client Removal date into Foster Care as applicable (DDMMYYYY)
2. In place of current manual paper process, Contractors will directly enter AFCARS Provider Information for new foster, relative and adoptive primary and secondary providers into FACTS including information such as:
- a. Provider last name
 - b. Provider first name
 - c. Sponsor Agency Name
 - d. Family Structure Code
 - e. Provider Gender
 - f. Provider DOB
 - g. Provider Race
 - h. Provider Ethnicity
- D. Over the life of the contract, improvements to systems and innovations in technology or data exchange may facilitate data exchange of placement information, service information or other case management information including but not limited to client ID, provider name, placement or service start and other dates. In addition, changes to federal reporting requirements of child welfare data may require periodic changes to data attributes exchanged with the Agency, code values, or file structure in accordance with federal guidance.
- 1. Send Portraits (the SRS child welfare report) quarterly to Contractors in electronic format.
 - 2. Send raw data to all Contractors on a monthly basis.
 - 1. Send raw data to Contractors on a "by request" basis as resources allow.

6.16 Quality Assurance Programs

- A. Each contract will require active involvement in SRS's quality assurance activities. This includes but is not limited to collection and submission of data, participation in quality improvement work groups, and ongoing quality studies. SRS priorities for improved performance will be established based on specific community needs, concerns of advocates and consumers and state and federal policy initiatives.
- B. Each Contractor shall participate in Stakeholders meeting semi-annually. At each meeting the Contractor will report on its success in achieving the outcomes and report any barriers to performance improvement.
- C. Each contractor shall have an internal method for ensuring the quality and integrity of services provided to children and families referred by SRS. Specifically the Contractor must:

1. Participate in all monitoring technical assistance visits and auditors by any other entities identified by SRS. This includes having all necessary staff and documents ready for review.
2. Provide SRS with required and requested reports in the requested time period.
3. Establish and maintain policy and procedure manuals for supervisors and case management staff that describe job functions and the philosophical foundation of service delivery of the agency. SRS has the right to review policies and procedures and to require modifications as required to improve practice.
4. Ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) privacy and security regulations. This requires that the Contractor not release reports, medical records or client information to outside sources without written consent from SRS in cases where SRS is the custodian of the child, or the family. It should be noted that SRS is not considered an outside source because these are SRS clients. Information must be shared freely between SRS and the Contractor.

R6.16.1 Bidders must describe their internal Quality Assurance Program. This should include the staff training plan, on-going record review, case consultation and supervisory processes. Staff shall receive training to address permanency, separation, attachment, emotional, physical and sexual abuse and neglect issues, and the impact these issues have on children.

R6.16.2 Bidders must describe your plan for dealing with abuse/neglect by care givers including engaging the family in a plan for corrective action.

R6.16.3 There are times when staff either leave the agency or move to another position within the agency. Please describe in detail how you ensure a smooth transition within your organization to the new adoptive family worker.

SD6.16 SCENARIO DEMONSTRATION: Bidders will be asked to demonstrate how data assists in informing practice in the agency. Specific management reports that inform quality assurance activities should be referenced and displayed during the scenario demonstration process.

6.17 Constituency Services

In this contracting cycle, Contractors are expected Develop a model of Constituency Services, which recognizes that clients are consumers of service with rights to address issues of quality and accessibility of services provided. The Contractor's model for managing consumer complaints, grievance and appeal, and consumer satisfaction shall be included in Constituency Services.

R6.17 Bidders must describe their Constituency Service Model—to include their Consumer Grievance and Appeal process and method for collecting and using Consumer Satisfaction data.

6.18 Outcomes

- A. The outcome requirements are based upon federal and state legal and policy mandates and recognized best practices in child welfare. We have included all outcomes and each contractor will be evaluated for outcomes relevant to each referred child. In some instances success on a particular outcome will be possible only through collaborative efforts and will require partnership with schools, healthcare providers or another contractor.
- B. If Contractors do not meet the outcomes, SRS will work with the contractor to develop corrective action plans. SRS may withhold payment anytime the contractor fails to meet outcomes, provide data in a timely manner, fails to work with other contractors and community partners, or fails to meet other required elements of the contract.

C. If during the contract period, outcome requirements change due to changes in federal or state mandates, contactors will be measured under the new outcome requirements.

CHILD SAFETY

Outcomes reference CFSR and PIP Outcomes

Outcome S1 - Children are, first and foremost, protected from abuse and neglect.

Goal Item 1	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Children will not experience recurrent maltreatment	Number of children with substantiated incident finding	6 months	93.9%	FACTS	Case Reads
Operational Definition: The number of children referred with a presenting reason of maltreatment 6 months ago and do not have a recurrent substantiated incident of maltreatment within 183 days of referral date divided by the number of children referred 6 months ago.					

Outcome S1 - Children are, first and foremost, protected from abuse and neglect.

Goal Item 2	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Children will remain safe in OOHP	Children in OOHP	Entire OOHP Episode	99.43%	FACTS	Case Reads
Operational Definition: Year to date, the number of children in OOH who do not experience maltreatment incident by a foster parent or employee at facility divided by the number of children in OOHP served year to date.					

Outcome S2 - Children are safely maintained in their homes whenever possible and appropriate.

Goal Item 3	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Children will be safe following permanency	Children who have achieved permanency	12 months following permanency	95%	FACTS	Case Reads
Operational Definition: The number of children who reached permanency 12 months ago for reason of reintegration, guardianship, or adoption and have not experienced a substantiated incident of maltreatment between date of their permanency and 365 days post permanency divided by the total number of children who reached permanency 12 months ago.					

Outcome S2 - Children are safely maintained in their homes whenever possible and appropriate.

Goal Item 4	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Services are provided using family centered practice principles	Adults and youth age 14 and over served	Entire duration of service delivery	85%	Customer response	N/A
Operational Definition: Number of surveys returned reflecting satisfaction with family centered practice indicator divided by the number of surveys returned.					

Outcome S2 - Children are safely maintained in their homes whenever possible and appropriate.

Goal Item 5	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Families will be engaged	Families and children referred for services as applicable to case plan requirements	20 days from referral	95%	FACTS	Case Review
Operational Definition: For non OOHP cases the number of families referred in a month with case plans completed within 20 calendar days of referral date divided by the number of families referred in a month. For OOHP cases, the number of children referred in a month with case plans completed within 20 calendar days of referral divided by the number of children referred in a month.					

Outcome S2 - Children are safely maintained in their homes whenever possible and appropriate.

Goal Item 7	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Child is safely maintained in the home	All children in FP referrals	90 days 365 days	96% of engaged families	FACTS	Case Reads
Operational Definition: The number of children in families engaged in FP and no substantiated incidents of maltreatment between date of referral and 90 (365) days past, divided by the total number of children in engaged families.					

Outcome P1 – Children have permanency and stability in their living situation

Goal Item 8	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Child reintegrated will not re-enter placement within 12 months of reintegration	Children reintegrated	12 months	92%	FACTS	Case Reads
Operational Definition: The number of children reintegrated 12 months ago who do not re-enter OOHP between date of reintegration and 12 months post reintegration date divided by the total number of children reintegrated 12 months ago					

Outcome P1 - Children have permanency and stability in their living situation

Goal Item 9	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Child will experience no more than 2 placements in the first 12 months of OOHP	Children in OOHP	First 12 months of placement	86.7%	FACTS	Case Read
Operational Definition: The number of children in OOHP less than or equal to 12 months and have 2 or less placements divided by the total number of children in OOHP less than or equal to 12 months					

Outcome P1 - Children have permanency and stability in their living situation

Goal Item 10	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Child is without negative law enforcement contact	All children served	Duration of services	90%	FACTS	Case Reads
Operational Definition: The number of children arrested plus the number of children whose parents (birth or resource) were contacted by law enforcement divided by the total number of children served in that month.					

Outcome P1 - Children have permanency and stability in their living situation

Goal Item 11	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Case plan permanency goal meets needs of child	Children served in SRS Custody	Duration of services	95%	Case Reads	N/A
Operational Definition: Using a sample population for case read, the number of cases in which a reader determines the permanency goal meets a child's needs as a proportion of the total cases read.					

Outcome P1 - Children have permanency and stability in their living situation

Goal Item 12	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Child will have timely permanency hearing	Children in custody	Duration of services	95%	FACTS	Case Reads
Operational Definition: Number of permanency hearings due in a month and timely divided by the number of permanency hearings due in a month					

Outcome P1 - Children have permanency and stability in their living situation

Goal Item 14	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Children released from custody for reason of adoption will be released from custody within 24 months of removal	Children in custody exiting for reason of adoption	Exit cohort: release of custody	32%	FACTS	Case Reads
Operational Definition: The number of children released from custody for reason of adoption within 24 months of removal divided by the total number of children released from custody for reason of adoption					

Outcome P1 - Children have permanency and stability in their living situation

Goal Item 15	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Adoption will remain stable	All children with finalized placement	12 months following finalization	95%	FACTS	Case Reads
Operational Definition: The number of children who had finalized adoption 12 months ago and have not experienced a new removal into SRS custody and OOHP divided by the number of children who had finalized adoption 12 months ago.					

Outcome P1 - Children have permanency and stability in their living situation

Goal Item 16	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Children released from custody for reason of reintegration will be released within 12 months of removal	Children reintegrated	Release of custody	76.2%	FACTS	Case Reads
Operational Definition: The number of children released from custody for reason of reintegration within 12 months of removal divided by the number of children released from custody for reason of reintegration.					

Outcome P1 - Children have permanency and stability in their living situation

Goal Item 17	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Child will be placed in a home- like setting	Children in OOHP	Duration of OOHP	90%	FACTS	Case Reads
Operational Definition: Number of children in OOHP who are placed in a relative, foster, pre-adoptive, independent living, or on runaway status on the last day of the month divided by the number of children in OOP on the LDTM					

Outcome P2 – Continuity of family relationships and connections is preserved for Children

Goal Item 14	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Child leaves custody with at least one positive relationship with an adult who models responsible behaviors and will support the goals of self-sufficiency	Youth in OOHP who age out of custody	Duration of OOHP	90%	Contractor Data	Case Reads, Surveys
Operational Definition: The number of youth who are discharged from custody in a month for reason other than reintegration, guardianship, or adoption who have a positive adult to model divided by the number of youth who are discharged from custody for reason other than reintegration, guardianship, or adoption.					

Outcome P2 - Continuity of family relationships and connections is preserved for Children

Goal Item 18	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Child will be in a location that promotes continuity of family relationships and community connections	Children in OOHP	Duration of OOHP Services	75%	FACTS	Case Reads
Operational Definition: On the last day of the month, the number of children in relative placement or attending the same school as prior to removal divided by the total number of children in OOHP					

Outcome P2 - Continuity of family relationships and connections is preserved for Children

Goal Item 19	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Maintain sibling relationships by placing siblings together	Children with at least one sibling in OOHP	Duration of services in OOHP	75%	Contractor data	Case Reads
Operational Definition: On the last day of the month, the number of children in OOHP with at least one sibling in OOHP and placed with that sibling divided by the number total of children with at least one sibling.					

Outcome WB1-Families have enhanced capacity to provide for their children's needs.

Goal Item 20	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Families will report an enhanced capacity to meet their children's needs	All families receiving services	Duration of service	Must establish baseline in first 6 months of contract until baseline is established, 60%	Responses to surveys sent out by contractors	N/A
Operational Definition: A. The number of returned responses after 90 days of service with positive indicator of enhanced capacity divided by the total number of responses returned B. The number of returned responses after case closure with positive indicator of enhanced capacity divided by the number of responses returned. Note: this also serves as indicator for involvement in case planning.					

Outcome WB1 - Families have enhanced capacity to provide for their children's needs.

Goal Item 21	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Stakeholders report services provided by contractors enhance families capacity to meet child's needs	Contractors	12 Months	50% until baseline established in first 6 months of contract	Responses to surveys sent out by contractors	N/A
Operational Definition: The number of returned responses with positive indicator of enhanced capacity divided by the total # of responses received.					

Outcome WB2 – Children receive appropriate services to meet educational needs

Goal Item 13	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Child age 15 or over receives Independent Living Services	Youth age 15 and over	Duration of OOHP services past age 15	90%	Contractor	Case Reads
Operational Definition: On the last day of the month; the number of youth age 15 and over and in OOHP at least 365 days who have mastered 4 of 6 competency domains identified by the Ansell-Casey Life Skills Assessment divided by the total number of youth age 15 in OOHP at least 365 days.					

Outcome WB2 - Children receive appropriate services to meet educational needs

Goal Item 23	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Child will maintain academic performance equal to or greater than performance at the time of OOHP	School age children in OOHP	Duration of OOHP	50% until a baseline is established	Case Reads	N/A
Operational Definition: Using a Random Sample, the number of cases in which child's academic performance meets or exceeds performance at the time of OOHP divided by the total number of school aged children in OOHP					

Outcome WB2 - Children receive appropriate services to meet educational needs

Goal Item 24	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Child will attend school regularly	School age children	Duration of OOHP	90% of children will have no unexcused absences	Case Reads	

Operational Definition: using a sample population, the number of cases in which school-aged child attend regularly as a proportion of total cases read of school-aged children

Outcome WB3 – Children receive adequate services to meet their physical and mental health needs.

Goal Item 25	Target Population	Time Frame	Expected Performance	Data Source	Validation Method
Child will receive services to meet identified physical and mental health needs initially and ongoing	All children receiving SRS services and eligible for KBH screen	Referral through duration of Services	<p>A. 95% of treatment services provided will be documented as medically necessary to the implementation of the plan of care.</p> <p>B. 90% of treatment services required will demonstrate evidence of collaboration between and among a variety of provider entities.</p> <p>C. 80% of beneficiary children shall: be informed regarding who the treatment provider will be prior to the onset of treatment, what treatment services are being provided to alleviate a specified behavioral or rehabilitative health issue where the treatment services are to be provided, the frequency and duration of the treatment services follow up plan of care required to maintain progress.</p> <p>D. 70% of beneficiary children served shall demonstrate improvement in presenting problem as reflected by decreased units of services required following one year of provision of treatment services.</p>	Case Reads MMIS	EQRO

Operational Definition:
A. The number of medically necessary services divided by total number of services provided.
B. The number of services demonstrating collaboration as a proportion of the total number of Services provided
C. The number of children informed divided by the total number of beneficiary children
D. The number of beneficiary children demonstrating improvement divided by the total number of children.

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- 2. Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."