



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: 07481
PR Number: 010434
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: Reintegration - Foster Care 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 1:30 PM Monday June 28, 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: 07481
PR Number: 010434
Replaces Contract: 00573
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: Reintegration – Foster Care 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 **Reintegration – Foster Care 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: Reintegration – Foster Care 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 **1:30 PM on Monday June 28, 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 # 07481
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 vendor's 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 accreditation with the Council on Accreditation, or Joint Commission on Accreditation, of Healthcare Organizations or has a plan for achieving accreditation from either within two years from contract award; plan must be included with technical proposal.

4.5 Technical Proposal:

- 4.5.1 The technical proposal shall demonstrate the vendor's ability to design, develop, implement, and deliver Reintegration/Foster Care 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.
- 4.5.3 A vendor may submit proposals for more than one region. Separate technical and cost proposals are required for each region. The cost proposal may include a narrative related to saving potentials regarding economies of scale for a multiple region award.
- 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/eligibility_payment_policy_procedure_manual/ - Eligibility and Payment Policy & Procedure Manual

<http://www.srskansas.org/CFS/QA/gamain.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 may be by region or statewide whichever is in the best interest of the State of Kansas.

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) Cooperating with Kansas Legal Services in obtaining SSI eligibility for children in the custody of the state.
- g) Cooperating with the Child Support Enforcement (CSE) in determining parental payment obligation.
- h) Contractors will comply with screening and admission requirements for state and private hospitals and any other residential facilities.
- i) Responding to family crisis situations after reintegration within one hour, and documenting this response in the child's case file.
- j) Confidentiality is maintained as required by law including (HIPAA) and SRS policy.
- k) Cases of suspected child abuse are reported immediately to SRS or law enforcement in accordance with KSA 38-1522.
- l) 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.
- m) A public image that is cooperative towards the public/private partnership.

- n) Contractor file reflects the complete and current history of assessment information; services provided and progress of services, of the child in out of home placement and their family, in order that the information may be easily transmitted as required.
- o) Must be licensed as a Child Placing Agency.
- p) Must be accredited with Council on Accreditation or Joint Commission on Accredited Health Care Organizations or Council Association of Rehabilitation Facilities or a plan to achieve within two years. Contractors who are currently accredited must provide a letter from the accrediting body reflecting current standing. Additionally, it will be required that contractors submit results of most recent re-accreditation survey.
- q) 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.
- r) Comply with policies on trial home placements.
- s) Insure that all eligible children are referred for the appointment of an education advocate.
- t) Providing care for the dependent children of teen mothers in SRS custody.
- u) When children are not mentally capable of governing their own financial or medical welfare, contractor shall confer with SRS social worker for the child to determine appropriateness of SRS making referral to Kansas Guardianship Program for appointment of a guardian/conservator.
- v) Youth who are dual adjudicated will be served by the agency controlling custody.
- w) 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.
- x) Contractor shall maintain an annual photograph of the child in the case file.
- y) Contractor shall participate in all trainings through the Kansas Institute for Social Services Education Development (KISSED).
- z) 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 Reintegration and Foster Care 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
Reintegration/Foster Care
COST PROPOSAL

Name of submitting organization: _____

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

Monthly Base Rate Per Child Per Month

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 an 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 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 Provide assumptions regarding the monthly average number and percent of children during the first four (4) years of the contract served in the following placements.

Placement	Number	Percentage	Avg. cost per child	Total per Month
Unpaid Relative Placements				
Paid Relative Placements				
Family Foster Homes				
Therapeutic Foster Care Level V Residential Facilities				
Therapeutic Foster Care Level VI Residential Facilities				
Residential Facilities (Level III & IV)				
Children's Residential for children on the MR/DD Waiver				
Private Psychiatric Hospital				
State Hospitals – Mental Health				
State Hospitals – ICF/MR				
Inpatient Chemical Dependency Treatment (Adolescent)				

5.1.4 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 Foster Care Reintegration referrals per month.
- (b) Number of Foster Care Reintegrations per month.
- (c) Number of disruptions to Foster Care Reintegrations per month.
- (d) Number of Adoptive placements.
- (e) Number of Adoptive finalizations.
- (f) Number of disruptions to Adoptive placements and finalizations.
- (g) Number of children served in out-of-home placement at the end of each month. This is calculated by the number of children in out-of-home placement at the beginning of month, plus any referrals, plus any disruptions less reintegrations and finalizations during the month.

The cash flow analysis must include the following information:

Revenue

- (a) Case rate revenue
- (b) Medicaid Title XIX
- (c) Other Revenue (Source of revenue must be specified)
- (d) Total Revenue

Expenses

- (a) Administration - Direct
- (b) Administration - Indirect
- (c) Case Management
- (d) Mental Health Expenses Not Reimbursed by Medicaid
- (e) Physical Health including Dental Expenses Not Reimbursed by Medicaid
- (f) Child Care
- (g) Residential
- (h) Other Direct Service Expenses (Type of expense must be specified)
- (i) Total Expenses
- (j) Total Revenue Less Total Expenses

5.1.5 To assure the fiscal solvency of the project, provide an explanation of your organizations 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 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) Case rate revenue
- (b) Medicaid Title XIX
- (c) Other Revenue (Source of revenue must be specified)
- (d) Total Revenue

Expenses

- (a) Administration - Direct
- (b) Administration - Indirect
- (c) Case Management
- (d) Mental Health Expenses Not Reimbursed by Medicaid
- (e) Physical Health including Dental Expenses Not Reimbursed by Medicaid
- (f) Child Care
- (g) Residential
- (h) Other Direct 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 otherwise 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.

For children in custody and in out of home placement on June 30, 2005 the payment structure will be based on the length of time the child has already been served. If the child's date of removal was on or after January 1, 2005, the full payment structure will be paid beginning with the first tier as defined below. If the child's date of removal was on or after July 1, 2004, but prior to January 1, 2005, payment will begin at the second tier as defined below, i.e., 66% of the base rate will be paid for July - December, 2005 and will be reduced to the third tier effective January, 2006. If the child's date of removal was prior to July 1, 2004, payment will begin at the third tier as defined below, i.e., 29% of the base rate will be paid until the child achieves permanency.

For children referred to the contractor on or after July 1, 2005, the payment schedule will be as defined below.

5.2.1 General Reintegration/Foster Care Payment Information

SRS will make monthly payments "per child" to the contractor for the life of the case. This rate includes, but is not limited to, the following.

- (a) Cost of Maintenance - the cost of food, clothing, shelter, daily supervision*, school supplies, school activity fees, personal incidental needs, recreational activities, driver's education, transportation as necessary to facilitate visitation, transportation to court hearings or case planning conferences, and transportation of care givers to court hearings or case planning conferences.

- * Daily supervision includes the purchase of childcare for a foster parent who is employed outside the home. Specialized childcare designed to meet the specific developmental or treatment needs of a child is included in the category. See Attachment for Child Care Rates.
- (b) Costs of Services - the contractor is responsible for the child receiving all needed services. Community Based Waiver Services and medically necessary services provided to Medicaid eligible children by providers enrolled in the Medicaid Program can bill Medicaid directly for those services.
- (c) Educational Costs - the contractor shall be responsible for all educational costs associated with out-of-home placements.

In addition to the monthly case rate - the medical card is available for services including, but not limited to, physical, dental, optometry, Kan-Be-Healthy screenings, prescriptions, medically necessary transportation when Kan-Be-Healthy is current, pharmacological medication management by psychiatrists, Home and Community Based Services Waivers, any drug/alcohol treatment services, Local Education Agency services, and mental health services. Kan-Be-Healthy is the name that the state of Kansas uses to refer to the federal program of Early, Periodic, Screening, Diagnosis and Treatment.

The family is to be treated as an entire unit, while individual treatment needs of family members are the responsibility of the family. However, the contractor will be responsible for assisting the family in accessing needed services to prevent the removal and placement in out-of-home care of any siblings of the referred child. Contractors are not required to purchase services for the entire family, but will be responsible for providing help to the family or the individual members in accessing needed services.

5.2.2 Payment Schedule

Payments will consist of tiered monthly payments per child based on the length of time in out-of-home placement. The full base monthly rate will initially be paid and reduced in following months based on the schedule below. The month of referral will be paid as one full month.

- Level I Months 1 through 6 - 100% of the monthly base rate will be paid.
- Level II Months 7 through 12 - 66% of the monthly base rate will be paid.
- Level III Months 13 through permanency - 29% of the monthly base rate will be paid.

Payments will cease during the month in which one of the following events occurs and will be prorated based on the date of the occurrence. The amount will be in proportion to the number days elapsed before the day in which the event occurs, divided by 30. The actual date of the event will not be included in the numerator as one of the days for which payment is made.

- (a) The child is reintegrated with their family, i.e., returns to their home.
- (b) The child is transferred to JJA or tribal custody (this action nullifies the 12-month aftercare requirement).
- (c) The child achieves finalization of adoptive placement.
- (d) The child is placed in Permanent Guardianship.
- (e) The child is transferred to Tribal custody (this action nullifies the 12-month aftercare requirement)
- (f) The child is released from SRS custody for other reasons not specified above.

5.2.3 Continuing Responsibility of Contractor

When the child has achieved permanency through reintegration or an alternative permanency, the contractor remains responsible for providing services to the child and family for 12 months. Any services necessary shall be directed at preserving the family and preventing re-entry into out of home placement. Children reentering out of home placement during the 12-month follow-up will have services provided by the contractor with no additional payment by SRS. Children who re-enter foster care after the 12-month period following release of custody will be considered a new referral and paid accordingly.

For children whose permanency goal changes to adoption, the contractor is responsible for any post-placement services needed by the adoptive family for up to 12 months after finalization of the adoption with no additional payment by SRS. Children whose adoption disrupts during the 12-month period will have services provided by the contractor with no additional payment by SRS. Children whose adoption disrupts after the 12-month period will be considered a new Reintegration/Foster Care Contract referral and paid accordingly.

Section VI
Reintegration/Foster Care Scope of Work

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6.1 Defining Terms

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 the 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.

Contractor Catchment Area Map:



6.3 Background

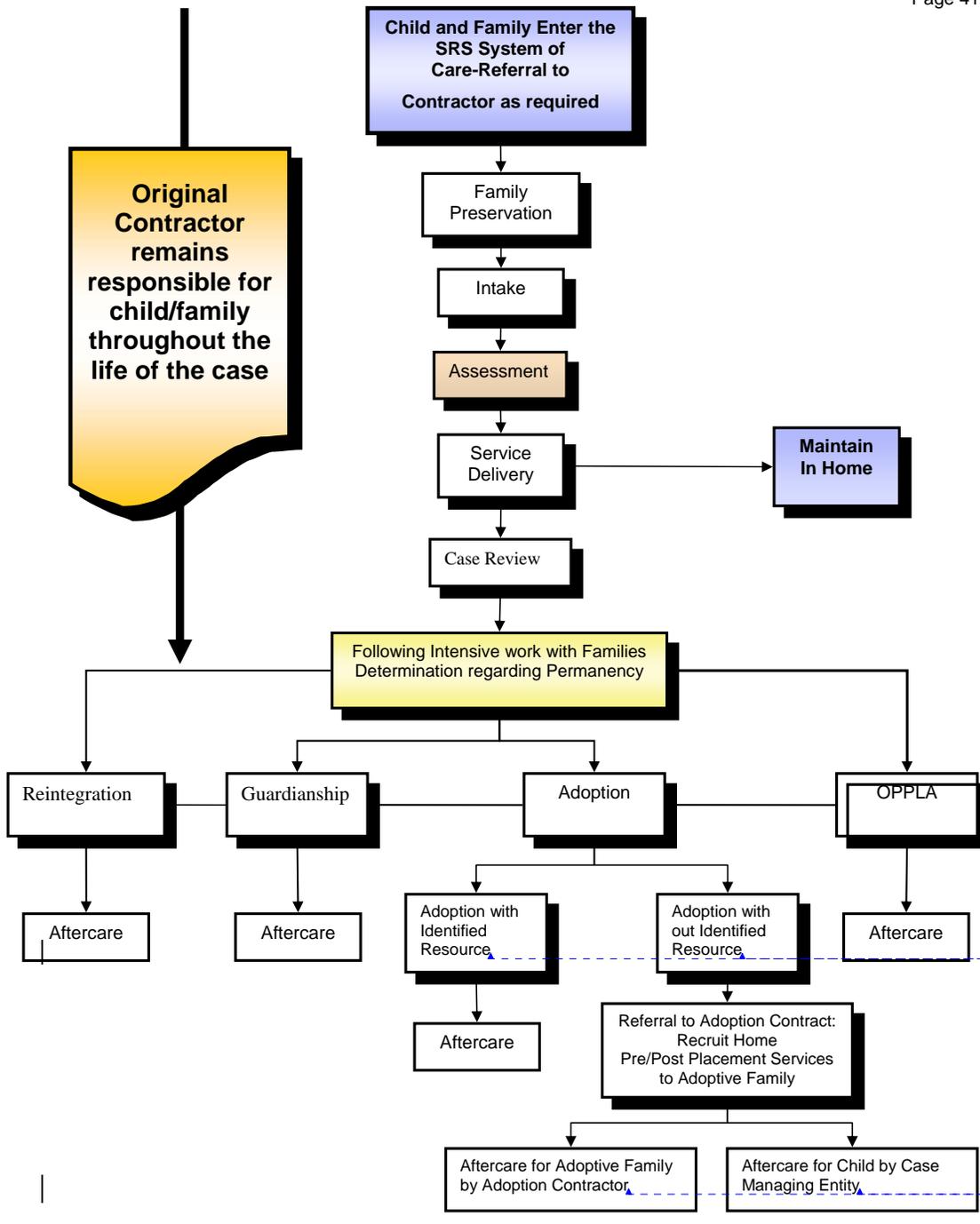
6.3.1 Safety, Permanence and Well-Being of Children

- 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.

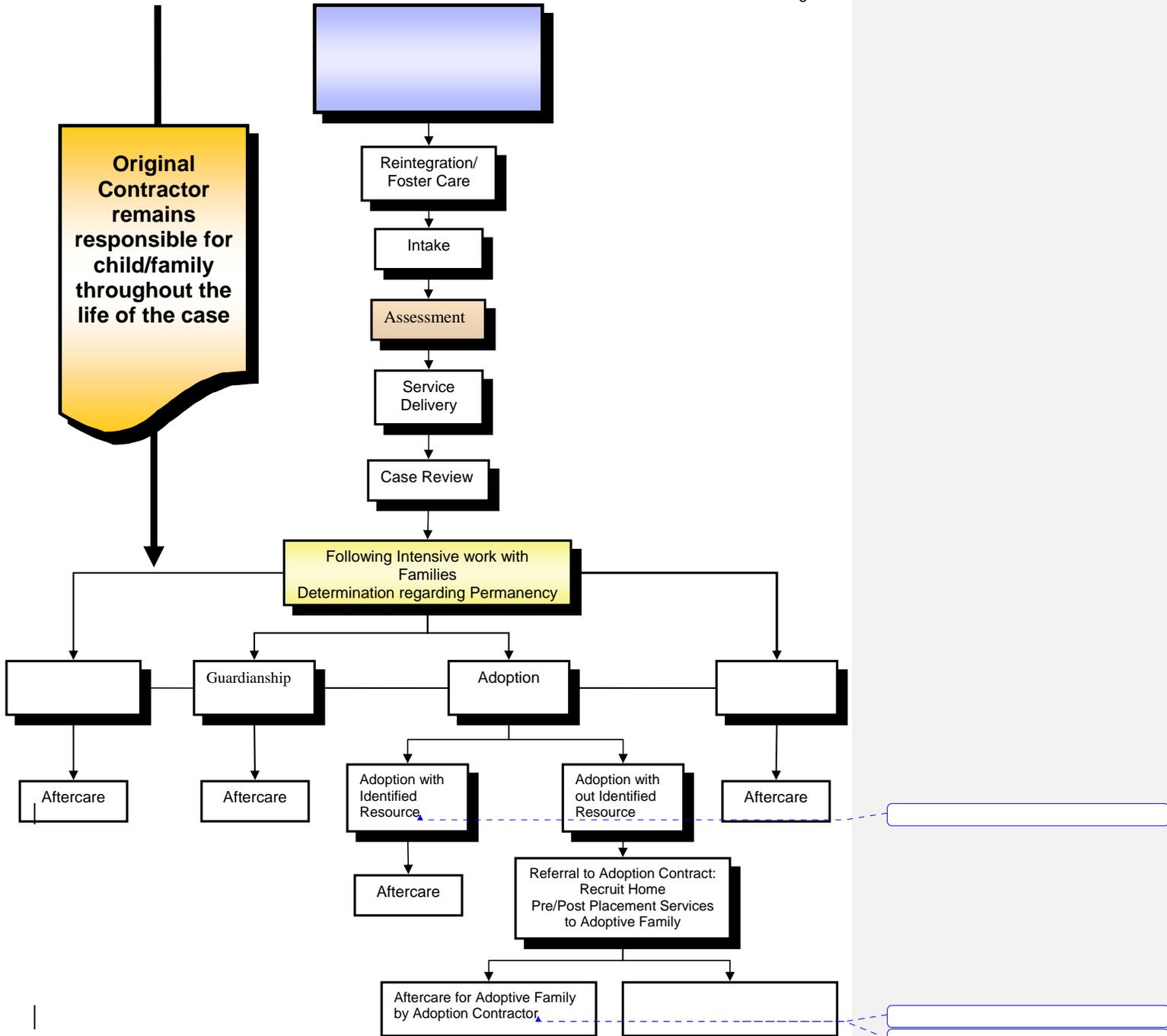
6.3.2 Linkage Between Contractors

- 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.



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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.
www.hunter.cuny.edu-socwork-nrcfcpp

- 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

1. Design, implement and provide for a full array of placement prevention and family reunification services for children and families referred. This program will provide services to those children and families for which SRS has determined that one or more children are at risk of out of home placement, or must be removed from the home due to issues of abuse or neglect.
2. Develop and implement an orientation to service provision that is *family centered*: focusing services on the entire family, to reduce the risk of harm to the child and to enable the child to live safely with their family.

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).

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.
4. Create a model approach to placement that ensures children retain connection to kin, culture and community.
5. When a child is placed out side the home, create a service approach that requires that resource families work in partnership with birth families during the reunification process. Recruitment messages, orientation and training strategies must support this kind of team work.
6. All Contractors must be accessible to the family 24 hours a day including weekends and holidays.
7. 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, Contractors will provide emergency placement services.

R 6.4. 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.

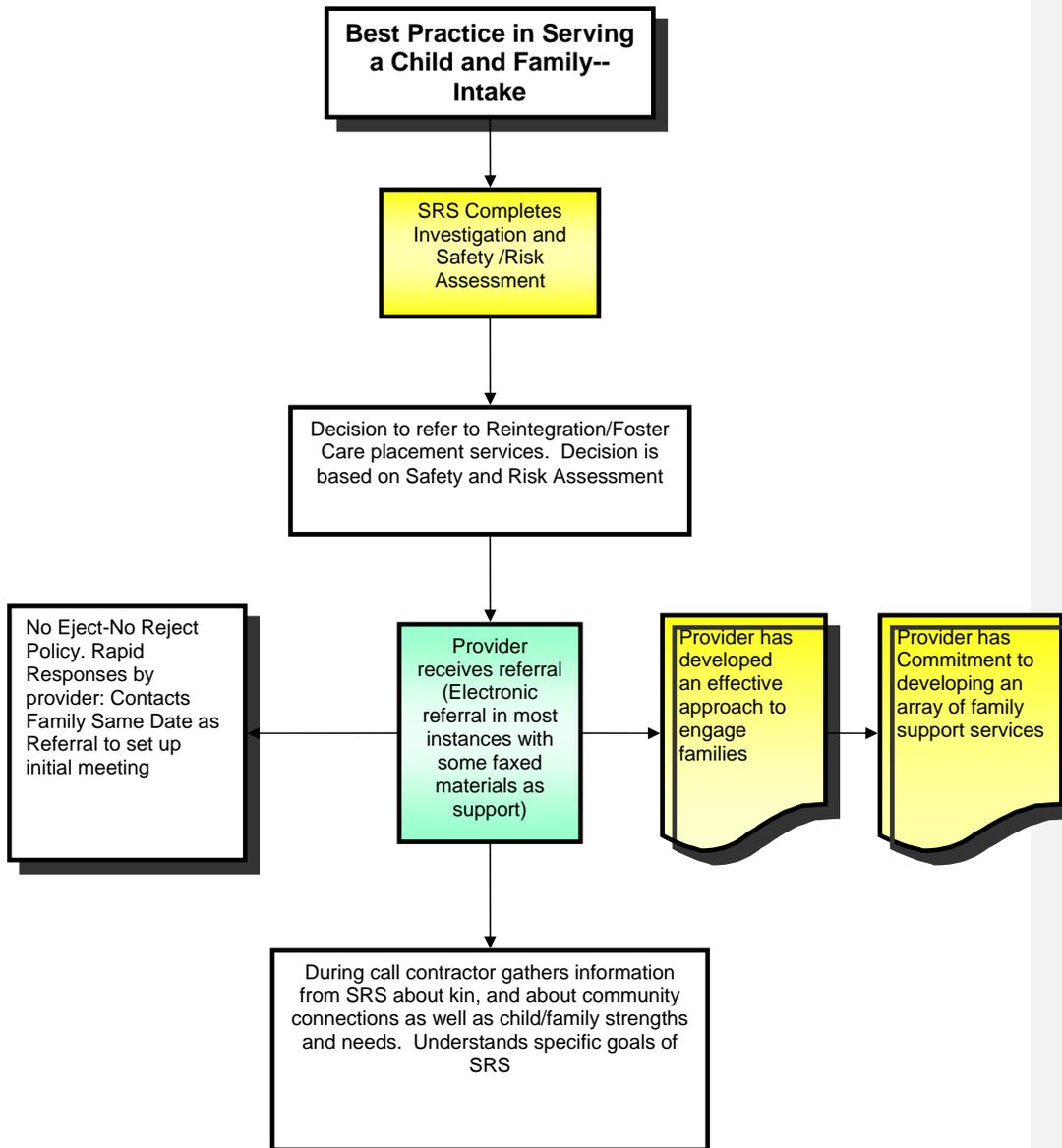
SD 6.4. SCENARIO DEMONSTRATION: Bidders must come to the Scenario Demonstration process with five concrete examples of how they have worked to ensure that the culture within their agency honors and promotes family centered, family responsive and culturally sensitive practice.

6.5. The Intake Process for Reintegration/Foster Care

- 6.5.1 All Contractors must have a central point for referrals.
- 6.5.2 Children placed in SRS custody for placement will be referred to the Reintegration/Foster Care Contractor unless they were served by the Family Preservation Contractor within the previous 12 months-- in such case the Family Preservation Contractor will provide placement, case management services, reintegration support, or support with an alternative permanency if reintegration is not viable, and will serve as case manager until permanency is achieved and aftercare is completed).
- 6.5.3 For children referred to the Reintegration/Foster Care Contractor, it is the Contractors responsibility to pick up the child within four hours of the referral. (The "time clock" begins when SRS faxes or electronically sends the referral form to the Contractor's business office).
- 6.5.4 The Contractor must transport the child (and siblings as applicable) to either emergency placement, kin or a resource family to provide temporary care. In those instances where it is not reasonable for the child to be transported by the contractor immediately (i.e. the child is in school and there is no reason to disrupt the school day), the Contractor will be given instructions by SRS as to how and when the transfer of the child will occur. In instances such as this, the 4 hour time limit for physical accepting the child will not apply, however the Contractor must acknowledge accepting responsibility for the placement of the child. This acknowledgement is expected to be sent electronically.
- 6.5.5 All contractors will operate under a no eject/no reject policy. Once a child is referred—the Contractor is required to serve the child until there is an agreement or legal determination between SRS, the Contractor and the family (birth, legal guardian or adoptive) that services are no longer required and the aftercare period has been completed.
- 6.5.6 It is up to the Contractor to determine the most effective intake model that ensures:

- A. There is a no eject/no reject response. All referrals from SRS in the designated geographic region must be accepted for services in the time frame described above.
- B. SRS goals are understood at the completion of the intake call.
- C. Information about strengths and resources of family and child is compiled.
- D. History of child and family is compiled—and or paperwork describing history is in the process of being sent to Contractor.
- E. Needs of child and family are discussed.
- F. Kin and community connections have been explored by the referring entity. 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.
- G. If an emergency placement is required, the Contractor has access to emergency care as required.

6.5.7 The following diagram depicts best practice at intake.



R 6.5.1 In a no eject/no reject model of service, Contractors must serve all children within time frames required under the Contract. Given this, sometimes you will be required to serve a complex child and family—and other times you may not. Please describe a time when you took a child into your system where you did not feel initially equipped to meet the child and family needs. How did you go about assessing the child and developing necessary services and supports? This must be a real case—detailed explanation is required.

R6.5.2 Bidders must describe their process for conducting rigorous relative searches early—from the point of intake onward.

SD6.5 SCENARIO DEMONSTRATION: Bidders will be asked to walk the SRS Proposal Review Committee through their intake process—samples of intake paperwork must be presented during the scenario demonstration process.

6.6 Child Placement Practices (Best Practice in Child Placement)

6.6.1 Children placed in SRS custody have varied problems and reasons for placement including abuse and neglect. Their needs are varied and complex. The goal of the partnership with private Contractors is to allow children in out of home care to live within close proximity to their homes, experience a minimal number of placements, and reunify as rapidly as possible. Given this the child's placement should be:

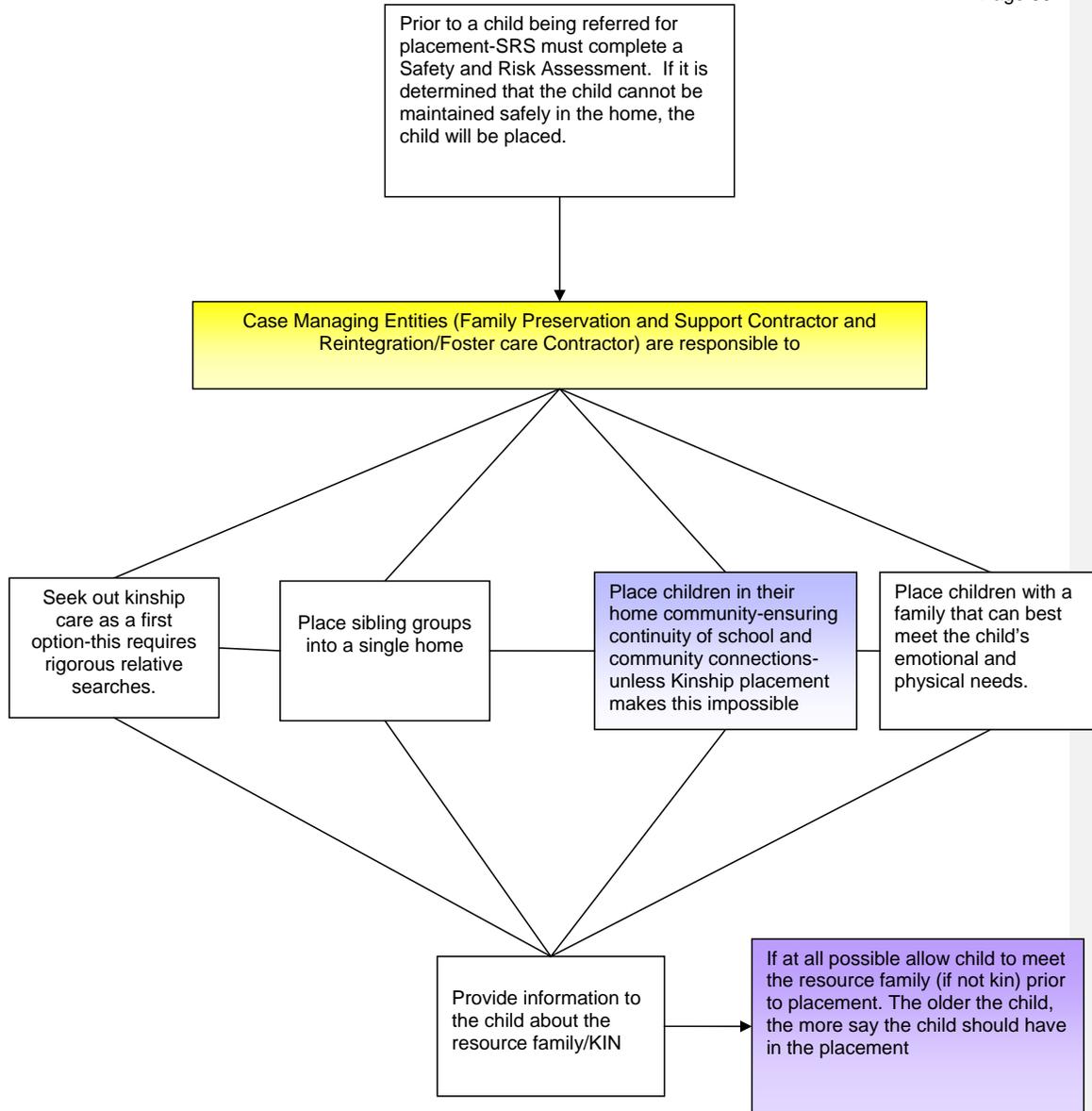
- A) With kin whenever possible and determined to be in the best interest of the child. This will require an immediate kinship search. All related kin must at a minimum provide an environmentally and psychologically safe home for the child; KBI and Child Abuse Central Registry clearances are required. All non-related kin must be licensed.
 - 1) SRS expects the availability and suitability of relative placement (maternal and paternal) will be assessed and explored immediately upon referral and continually thereafter until permanency is achieved. This consideration shall be documented in the child's file. If a relative placement is not selected, documentation of reason shall be included in the child's file for each relative explored.
 - 2) Relative placements shall be reimbursed. Relatives providing foster care services must be offered a choice in payment received for the care of the related child. Payments may be received through TAF (Temporary Assistance for Families), financial support from the contractor, or receipt of benefits (i.e. SSI, SSA) for which the child may be eligible. For those relatives requesting financial support from the Contractor, the Contractor should encourage them to be approved as meeting licensing standards through KDHE. Placement of a child and payment to the relative provider shall not be contingent upon the relative becoming a licensed foster home. If relative placements refuse reimbursement, documentation of this refusal shall be in the child's file.
- B) With siblings.
- C) Within home community (unless placement with kin precludes this).
- D) Within the same school catchment area (unless placement with kin precludes this). If a child is placed within the school's catchment area, this means that the child is able to continue to attend their same school. Within the same school district is not sufficient—as sometimes this means that the child must change schools.

6.6.2 When children are removed from their parents' home, their world is turned upside down and they suffer physiologically and emotionally. Psychiatrist James Bowlby, who has studied the effects of separation and loss on children for more than three decades, tells us that such children move through three stages of mourning -- protest, despair, and detachment. They may lash out in words or behavior, then become despondent and hopeless, and finally, detach themselves emotionally to survive this significant loss. Their healthy development and ability to adjust to losses throughout life may be compromised.

6.6.3 When relatives are available to fill the gap, the blow is softened. Children will still feel uprooted and sad, of course, but familiar faces and surroundings and people they know and trust will comfort them. Equally important, family arrangements usually give children more stability; they are less likely to experience the numerous moves that children in foster care with non-relatives frequently experience. A study by the Child Welfare League of America revealed that only 23 percent of children placed with relatives were not able to continue living with them after 3 years, compared with 58 percent of children in non-relative foster care.⁶

⁶ Child Welfare League of America July 2000.

- 6.6.4 Children living with family may have a better chance to stay in touch with their parents. It is easier for the parents to call or visit more often, and perhaps participate to some extent in raising their children. Parents may still be included in family events and there may be pictures of them in the house—all of which keeps children from feeling totally cut off from their past. Relatives know more about the children's history and may be less fearful of unknown factors in their background.
- 6.6.5 When a child is removed from their home it is a frightening experience. It is up to the Reintegration/Foster Care Contractor and the SRS worker to minimize the trauma to the child as much as possible through a sensitive and planful placement process. Some of the more obvious best practices include:
- A. Children clothing and personal items must be handled appropriately for their age group.
 - B. Children should be asked if they have all of the special things that they would like from their home.
 - C. Children should be allowed to learn as much about their foster families as possible prior to the placement.
 - D. Resource Families will be provided with as much information about the child and their birth family as possible as a means of equipping the family to care for the child.
 - E. Full disclosure will be practiced between SRS and their Contractors so that the Contractors can in turn, practice full disclosure with their resource families. *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.*
 - F. The older the child the more they should be given a choice and/or a voice in where they stay.
 - G. Matching the child with a resource family in the child's home community, shall be based on the family's ability to meet the child's needs—not simply an open bed.
- 6.6.6 Best practice in placement of a child is depicted in the following diagram:



R6.6 Bidders must describe their child placement process. Bidders are required to discuss in some detail how you plan to ensure that children are placed in their home community—able to attend their own school, placed with kin and placed with siblings.

SD6.6 SCENARIO DEMONSTRATION: A 15 year old child is being placed within her home community. What specific steps would you take to give the child maximum voice/options regarding placement—and how would you introduce the child to the resource family—and vice versa.

6.7 The Initial Team Meeting With the Family

6.7.1. Planning for the Team Meeting

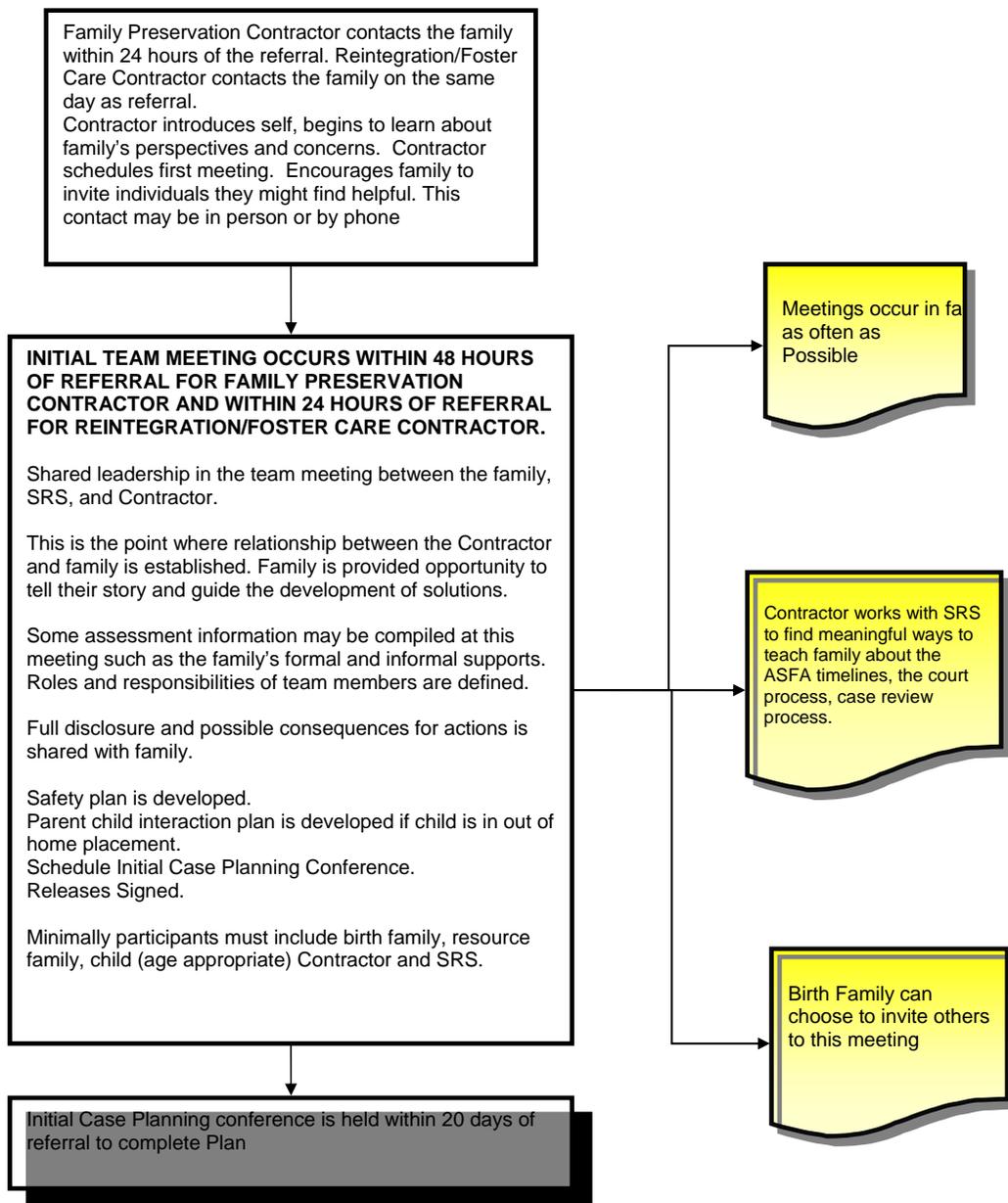
- A. One of the most critical steps during the early stages of service delivery is the Contractor's first contact with the family. The Family Preservation Contractor must contact the family within 24 hours of the referral to introduce themselves and to plan for the initial team meeting that will occur no later than 48 hours from the point of referral. The Reintegration Foster Care contractor assigned case manager must contact the family the same day as referral to introduce themselves and to plan for the initial team meeting that will occur no later than 24 hours from the time of referral. At a minimum, SRS, the Contractor, the child (age appropriate) the birth parent(s) and/or the primary caregiver and the resource family should be in attendance at this meeting. It is important that the Contractor encourage both maternal and paternal participation in the meeting. The birth family should be offered the opportunity to invite other participants to the meeting.
- B. The planning for the location of the meeting and participants should occur in concert with the birth family during this initial call. If the meeting can occur in the family's home, this is often the most effective means to engage the family and ensure family participation. If the birth family is not engaged in the process, it is the role of SRS and the Contractor to work toward family engagement. Remember, this is a frightening time for families, they feel threatened, vulnerable, potentially angry and often very lost as to what to do to make things better. This meeting should not be viewed as cursory—but as the first step in involving the family in service planning and service delivery.
- C. Historically, many of these initial team meetings have taken on the flavor of "paperwork mills". While there are many important forms to complete during this phase of the process—the Contractor will be considered to be successful if these meetings accomplish the following:
 - 1. Families are provided with the opportunity to describe their experiences, identify their needs and play a lead role in the development of the initial service plan. Families in most instances can find solutions to their own problems if provided the opportunity, safe environment and the supports.
 - 2. When the meeting is over, families feel that their perspectives are valued and that there is a commitment to helping them achieve success.
 - 3. Supports for the family have been identified—and safety plans created.
 - 4. Roles and responsibilities of all team members are clarified: birth families, child (age appropriate), contractors, SRS and resource families, service providers and other team members.
 - 5. Full Disclosure occurs—this includes expectations of SRS, consequences of actions, and timelines for decisions about child permanence.
 - 6. Plan for the continued gathering of assessment information that can support the initial case plan. This includes the signing of releases to review information already collected, or to contact individuals to obtain new information.

7. If the child was placed in emergency foster care, search for relatives or a resource family home that can meet the child's needs until he/she can safely return to their birth family
 8. If the child has been removed from the home, a detailed plan for visitation and child parent interaction is developed.
 9. If the child was removed from their home, the resource family and the birth family partnership roles and responsibilities are defined.
- D. If it becomes clear during this initial team meeting that the family is in need of hard goods, the case managing entity is responsible for the first \$500.00 of hard goods (per family for life of the case). After spending \$500.00, a request can be made to SRS for additional hard good funding. Additional funding for hard goods will be allowed only after it is documented that community resources have been explored and/or exhausted. Examples of hard goods are: exterminator services, turning on utilities, rent and deposits, bus passes, car repairs, beds, refrigerator, etc.

6.7.2 Planning for Visitation and Parent/Child Interaction

- A. Research, including the results of the Child and Family Service Reviews tells us that children in out of home care who interact with their families regularly, return home more often and generally have better permanency outcomes than those who do not. We can do a better job in child welfare of ensuring quality, thoughtful visitation between children, youth and their families. For children, intermittent visits create more confusion than parent-child bonding. For adolescents, visits at home are often awkward and artificial. We have not designed effective means to accomplish the real intent of visitation, to shore up parent child relationships, to teach effective parenting and to create safe environments for parent-child bonding to occur.
- B. Under this contract SRS intends to improve visitation practices between children and their birth families.
- C. SRS seeks to expand the definition and practice of visitation from a formal once a month required visit in the family's home, to an ongoing natural set of interactions that occur between children and their families. Children who live with their parents see each other in a variety of natural interactions such as eating meals together, parents attending child's play or basketball game at school, going to church together, taking the child to the doctor or therapist, etc. These "visits" occur frequently throughout the week and are natural to both the child and the family. SRS is promoting this kind of natural, healthy interaction. We expect that children in care and their birth families will have at least one of these types of interactions weekly. These interactions will be tracked by the Contractor and monitored through the Quality Improvement process.
- D. SRS is committed to support frequent parent-child interaction. Some of the kinds of practice improvements/innovations we are looking for include:
 1. Contractors who achieve the greatest increase in the number of parent-child interactions from one quarter to the next
 2. Contractors who are the highest performing provider in a year (had the most parent-child interactions)
 3. Contractors who have been the most innovative in creating new ways of parent-child interactions.
- E. As an incentive to this kind of practice some of the recognition providers will receive may include:
 1. Recognition from the Governor and the Secretary.
 2. Newspaper articles, press releases.
 3. Referenced in monographs and research.
 4. Awards.

- G. As practice in this area improves over the course of the contract, SRS may develop similar approaches to incentive and recognition in other critical best practice areas. Contractors will be expected to follow CFS PPM requirements on visits and parent/child interactions.
- H. In addition, as part of our safety and well being responsibilities for children in care, the child's case manager must at a minimum visit children in their placement setting as required in KDHE regulations.
- I. Because SRS is encouraging more frequent case manager-child-family interaction in this contract cycle, the case managing entity will be required to document all child-parent interaction, and child's case manager's visits to the child, resource family and birth family. If there is a court order for no contact or PRT, the Contractor must still seek to find ways for the child to stay connected to extended family, neighbors or family friends that were important to the child.
- J. The following diagram depicts best practice expectations during the planning for the initial meeting.



R6.7.1 Bidders must describe how you will organize this initial meeting including: ways to engage families and how you will facilitate "full disclosure" during the meeting. We expect specific suggestions as to how bidders will effectively partner with SRS during these meetings to ensure maximum family clarity regarding roles and responsibilities and timeframes.

R6.7.2 Bidders must describe the mechanism that will be used to ensure effective management of and access to hard goods. If for example, it is determined that the family needs food or furniture, what specific steps will you take?

SD6.7 SCENARIO DEMONSTRATION: Bidders will be asked to describe three examples of how you supported natural and frequent visitations between children and their families in your past work in child welfare. What is the role that resource families played in these innovative child-birth family interactions?

6.8 The Screening and Assessment Process

6.8.1 During the time between the initial team meeting and the development of the Family/Child Case Plan, the 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. SRS expects that the assessment include parents as well as children. This is a family centered assessment and not a child assessment.

6.8.2 Further, while certainly some kinds of diagnostic assessments may be necessary, we want to underscore that the contractor is expected to complete a comprehensive family systems assessment that will provide an accurate picture of the family and includes at a minimum:

A General Family Centered Assessment

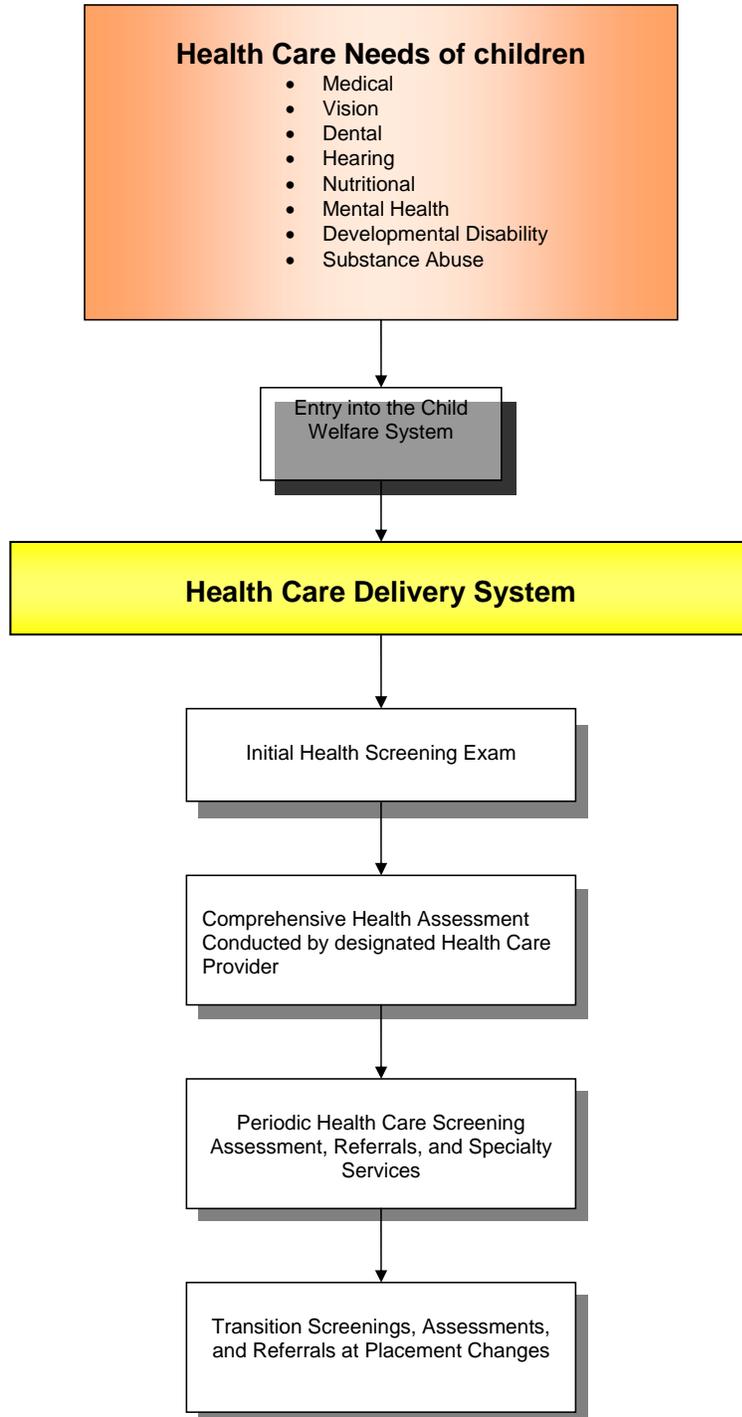
1. Description of family strengths and resources—as told by the family as well as observed by the social worker.
2. Description of times when things were working well in the family system.
3. What has been tried in the past—what has worked and what has not worked.
4. If the child is in care, the assessment 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 the Contractor will complete 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 contractor shall compile educational information, including regular and special educational records, attendance history, educational accommodations or special educational needs, etc.

C. Health Screenings

1. National Research indicates that adequate and appropriate physical health, mental health, substance abuse, and developmental disability service needs for youth involved in the child welfare system commonly go unmet. At the same time, the child welfare system also has responsibilities for improving the well-being of youth. A child's well-being includes their physical health, as well as the emotional, behavioral, developmental and social well-being of the child and the child's family members. This reality creates an opportunity for child welfare agencies to focus on promoting well-being by ensuring that a well organized process is in place for the screening, assessment, referral, and access to health care related services.
2. Throughout this RFP, health care is to be defined as encompassing the health care domains of physical health, mental health, developmental disability, and substance abuse. For **all health care domains** it is important to ensure that the following elements are built into the process for assessing the health care needs of youth:
 - a. initial and periodic screening –Kan Be Healthy screenings must be kept current
 - b. initial and periodic comprehensive health assessments
 - c. referrals to and coordination of care with designated health care and specialty health care service providers
 - d. 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
3. As consistency and familiarity are important to all children, it is expected that reasonable efforts will be made to ensure that youth involved in child welfare services will continue to receive any health care and health related services from the providers, professionals, and agencies with whom the child and family is already involved. **For all health care domains**, Child Welfare staff will need to:
 - a. Identify all health care service providers.
 - b. Complete and have parents sign any releases of information related to current health care providers.
 - c. Obtain private health insurance information as Medicaid is the payor of last resort.
4. The following diagram depicts the health care assessment.



6.8.3 The Contractor will ensure all required health related screenings, assessments, and subsequent referrals are completed. These include:

A. Physical Health care needs including:

1. dental
2. vision
3. hearing
4. nutritional
5. pharmacological

B. 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.

C. 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.

D. 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.

E. For all health care domains of physical health, mental health, developmental disability, and substance abuse include 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.

6.8.4 Ensure that all health care related information collected during the assessment period is ready for and utilized in the Family/Child Case Planning Conference

Overall a good assessment tells a skilled worker the families most significant needs, how their strengths and capacities can help address the need, and what services will be most effective to meet the need. All information collected during the assessment period must be ready for and utilized in the Family/Child Case Planning Conference

- R6.8.1 Bidders must describe how your staff conducts family centered assessments. Usual time allocation for the assessment? How is information gathered? How do you teach staff to look for family strengths, resources and capacities? Samples of assessment instruments must be provided to be discussed during the Scenario Demonstration Process. Responses must include:**
- a. A description of how children who have been removed from their homes for behavioral issues, will have their needs assessed in a manner that is consistent with the family centered practice principles outlined in this RFP.
 - b. A description of how all children placed in out of home care will receive/be referred to the Kan Be Healthy Screenings and are provided appropriate follow up services.
- R6.8.2 Bidders must describe how the screening, assessment, referral and access to health care related services across all health care domains for children and youth will be achieved.**
- SD6.8 SCENARIO DEMONSTRATION: Bidders will be required to provide:**
- a. Samples of three solution focused questions used during the assessment process.
 - b. Samples (with names erased to protect consumer privacy) of genograms and eco-maps that have been developed in the past with families.
 - c. A Case Example will be provided and the Contractor will be required to complete a strength focused assessment of the family—specifically citing how family’s strengths can be used in the service delivery process.

6.9 Case Planning, Service Delivery and Case Review

6.9.1 Initial Case Plan

- A. Upon completion of the assessment, the initial Child/Family/Child Case Plan must be developed in concert with the SRS, the birth family and any other key members of the service team within 20 calendar days of referral. The purpose of the Case Planning Conference is to bring service providers, natural resources, the child, and the family together to determine the services, supports, and other needs of the child and family that will contribute to the child(ren)’s safety, permanency, and well-being. This group of individuals becomes the Child and Family Team. It is important that the family provides input into who will be a part of the Child and Family Team. The work of the Child and family Team results in the Child/Family/Child Case Plan.
- B. Each Family/Child Case Plan must be individually developed and driven by the unique needs of each child and family. The initial Child/Family/Child Case Plan cannot be developed by the Contractor and presented to the family. It is to be developed in partnership with the family and other key persons or agencies important to the family.
- C. The case plan must be clearly linked to the reasons why the child came into care. It is not acceptable to continue to “raise the bar” in case planning—requiring that the family work on issues that have nothing to do with the safety, permanence and well-being of their children. Contractors will work with SRS to educate and lead others in the community to understand why this is a good child welfare practice. Case plan activities must be measurable and roles and responsibilities clearly delineated, and meet all SRS requirements for case plan documentation.

- D. The initial Child/Family/Child Case Plan must be completed and signed by all parties 20 calendar days following the date of referral and sent to SRS within 23 calendar days of the referral.
- E. It is the expectation of SRS that the Contractor will ensure the availability of an array of services and supports for families as outlined in the case plan. The Child/Family/Child Case Plan should reflect services the child and family really need to address factors that led to removal and/or that lead to more timely permanency, as opposed to only those services provided by the Contractor or only those services available in the area. The contractor shall provide the needed services, purchase services through an array of sub-contractual arrangements, coordinate with community providers or develop services as needed within the community. Whenever possible, services should be provided to the family in their home, thus allowing for maximum participation by the family and allowing the worker to assist the family in their natural environment. Contractors are responsible for assisting parents in accessing needed or ordered services. This includes assisting with transportation challenges and other obstacles parents may have in their attempt to follow through with needed or ordered services.

6.9.2. Child and Family Team Meeting Participants

- A. It is expected that any service providers or other agencies involved with the child and family be a part of the Child/Family/Child Case Planning team. The following is a guideline for establishing this team. The Child and Family Team shall include:
 - 1. Parent(s)/Care Taker(s)
 - 2. SRS Caseworker
 - 3. Contractor Staff
 - 4. Any other key individuals the child, family, kin or other care givers have identified
 - 5. The child/youth should be included as a member of the team when appropriate
 - 6. Resource Family
 - 7. GAL
 - 8. CASA, if any
 - 9. Third Party (uninvolved participant)
- B. The Child and Family Team may include other members, depending on the uniqueness of each child and family situation. Other typical members of the team may include representatives from other agencies working with family such as:
 - 1. Community Developmental Disability Organization
 - 2. Community Mental Health Center
 - 3. Private Mental Health Practitioners
 - 4. Other Health Care providers
 - 5. Licensed Substance Abuse Providers
 - 6. Juvenile Justice
 - 7. Law Enforcement Officers
 - 8. Family Advocacy Organizations (IE: Families Together, Keys for Networking, Kansas Advocacy and Protection Services)
 - 9. Centers for Independent Living
 - 10. Vocational Rehabilitation
 - 11. Teachers or other educational staff
- C. The child and family's community connections and supports should also be included as often as possible (as determined by the child/family) such as:
 - 1. Scout Leaders
 - 2. Coach
 - 3. Faith Community
 - 4. Neighbor

5. Family Friends
6. Extended Family
7. Any other person(s) who may have a vested interest in the family child/youth success in their home and local community.

6.9.3. Ongoing Child/Family/Child Case Planning Conferences

- A. SRS is committed to ensuring that families have the services that are best matched to meet their needs and to assist them in making improvements. Contractors must find ways to ensure that the case ongoing planning process is timely and relevant to the family. SRS expects that team meetings can be called by any member of the team. While there will be some judicial orders that will not be able to be modified, much of the plan is open to modification based on the assessment of the team. This fluid case review process must be incorporated into the practice of the Contractor.
- B. Child/Family/Child Case Plans are only the team's best hypothesis about the supports needed to help the child and family live together safely. Once it is developed it needs to be tested for its accuracy and efficacy in meeting the needs of the child and family. If the team develops a case plan and after 2-3 weeks it is clear that certain components of the plan are not working, it is the responsibility of the Contractor to ensure that the plan is modified to better meet the needs of the family. This modification should occur in a case plan meeting. For example, some families do not learn well in a group setting, but this is not known at the time of the initial Family/Child Case Planning conference. So if, for example, the Child/Family/Child Case Plan requires that the parents attend parenting classes, and several weeks into the process it is clear that parenting classes are ineffective and poor use of time and agency resources, the Child/Family/Child Case Plan should be changed. The needed parenting skill development instead, may occur in the form of in-home "hands on" teaching and role modeling.
- C. This kind of an ongoing and interactive case review process requires that basically anyone involved in the team can call a case review. The purpose is to re-evaluate the case plan and modify it as needed to better meet family and child needs. While a formal case plan review is conducted at least every 170 days and documentation sent to SRS within 3 calendar days of completion, this ongoing model for case review must also occur for case planning and service delivery to be effective. The Adoption and Safe Families Act of 1997 provided very tight timeframes for achieving permanency for children. Time cannot be lost providing services that have little to no chance of changing family dynamics.
- D. Critical components of Child/Family/Child Case Planning Conferences are:
 1. They must occur.
 2. Frequency of the meetings is to be determined by the team members based on assessed need—focused on meeting case plan goals.
 3. Must function within in the scope of "child time" and must consider the ASFA timeframes.
 4. All child/Family/Child Case Planning must be done in concert with SRS.

6.9.4 Specialized Needs of Children in Care

- A. If the child requires specialized services such as medical care, drug or alcohol intervention, etc., these service needs must be documented in the assessment and the specific services to be delivered to address these needs, outlined in the Child/Family's Case Plan.
- B. Any specialized services a child may need to accommodate their health care needs (physical health, mental health, mental retardation/developmental disabilities, substance abuse, and/or other) is to be documented in the assessment and specific services to be delivered outlined in the Child/Family/Child Case Plan.

C. Contractors are responsible for assisting parents and/or resource families in ensuring youth have access to and receive needed or ordered services. This includes assisting with transportation challenges and other obstacles that may arise with attempts to follow through with needed or ordered services. A child's health insurance or Medicaid, if child is Medicaid eligible, may be a payment source for some health care related needs (not all health care needs are covered by Medicaid or health insurance). There are other services children may need, not related to health care, that Contractors are expected to ensure youth in their care receive. This may include responsibilities for service provision, related financial costs, or fees in purchasing services (IE: child care, tutoring, mentoring, job training, etc.).

6.9.5 Life Skills for Children in Out of Home Placement

A. Each child age 4-18 who is in out of home placement shall be assessed to determine if they have the life skills that most youth have at their age. Children age 4 through 7 shall have life skills and developmental milestones assessed and services provided to address identified needs will be included in the case plan.

B. Older youth in care deserve permanent attachments to families that love them. Because this is harder to achieve, the child welfare system as a whole has not done a good job of ensuring that children "aging out" of the system have families. Few youth 18-21 years old can actually sustain a life without family supports.

C. National Studies looking at youths who had aged out from foster care within three years of the study have determined that this is a troubled population.⁷ Some of the data found by both researchers include:

1. 2/3 of 18-year-olds had not completed high school or obtained a GED;
2. 12% had been homeless at least once since their discharge from foster care;
3. of females, 40% were receiving public assistance, as were 23% of the males;
4. Although they were not reunited with their biological families by the child welfare system, many of the youths had contact with their original families after their discharge from foster care, with about three quarters actually living with their families.
5. 61% had no job experience
6. 38% had been diagnosed as emotionally disturbed;
7. 17% had a drug abuse problem;
8. access to medical care was a problem for 44% of the youths, usually because of a lack of health insurance;
9. 17% of the females were pregnant;
10. During the time they had been in foster care, 58% of the study group had experienced at least three placement settings and about 30% had been in foster care an average of 9 years.

D. While these statistics may not directly reflect the Kansas experience, we do know that children who age out from the Child Welfare System have spent an average of 55.5 months in care and our best information tells us that children who do age out of our system or who leave through emancipation are not fairing particularly well. We can do better than this.

E. Life skills training must be provided to each child age 8 years and older who is in SRS custody. Resource families are expected to support and integrate this in daily living activities with the youth. Training is to be provided according to the youth's strengths & needs as determined by the Ansell-Casey Life Skill Assessment (ACLSA). The contractor will provide youth training in the appropriate competencies identified in the following (life) domains:

1. Daily living skills
2. Housing, Community Resources, and Legal Issues
3. Money Management
4. Self-Care
5. Work & Study Skills
6. Personal Development

⁷ Courtney and Piliavin. (1998). Westat and Cook. (2002)

- F. Contractors are to use the Life Skills Guidebook to guide life skills planning and instruction
- G. If identified skills are needed, the youth's case plan will need to reflect specific services to address the youth's needs in this area. All resource families (inclusive of birth parents) should have knowledge and training to reinforce or teach methods to address these needs.
- H This contract cycle will focus in part on ensuring that older children in placement receive the services and supports that they need, and that most important, they do not leave the child welfare system without a connection to a caring adult.

6.9.6 Special Needs of Birth Parents

- A. If it is determined that adults in the home require specialized services such as mental health, substance abuse, vocational rehabilitation, services for individuals with disabilities, etc. the Contractor must assist the adults in obtaining these services. A parent's health insurance or Medicaid, if parent is Medicaid eligible, may be a payment source for health care related needs. The Contractor must work with the family to determine how to access these needed services. The fact that the parent is working with the child welfare system does not preclude their ability to access services available through the Mental Health, Developmental Disability, Substance Abuse, and Vocational Rehabilitation system. This is not meant to suggest that the Contractor is prohibited from paying for these services.
- B. There are other services families need, not related to health care, that parents will need support in accessing (parenting classes, conflict resolution training, family mediation, budgeting, financial planning, etc). This support may include assisting parents with related financial costs or fees.

6.9.7 Concurrent Planning

Concurrent Planning is an alternative to traditional child welfare practice of sequential planning. It is both philosophy and a case management method emphasizing candor, goal setting and time limits with birth parents. It is based on the belief that foster care outcomes are determined as much by the agency's approach as by the parental situation. Concurrent Planning provides for reunification services to birth families while simultaneously developing an alternative permanent plan for the child. SRS seeks to practice concurrent planning for every child placed in an out of home setting. While reunification is our first desire whenever possible, we do not want to wait for efforts to reunify to fail, before we begin to plan for another permanency outcome. A sequential approach does not promote timely permanency planning for children. As Concurrent Planning advances in the state of Kansas, Contractors will be expected to be enthusiastic participants in training and implementation.

6.9.8. Parental Custody Relinquishment

- A. There are times when a parent loves their child, but is unable to parent, even with supports. In these instances some parents come to the conclusion that the very best thing that they can do for their child is to give them to another family who can provide a safe and nurturing home. This is never easy. Anecdotal evidence from around the country suggest that it is a little easier when the birth family and the care giver (kin or non relative resource family) have a good relationship and the birth parents have the opportunity to continue to see their child.⁸

⁸ *Stories from 21 sites involved in the Casey Family Programs Recruitment and Retention Breakthrough Series Collaborative.*

B. Relinquishment can be considered only if adoption is the case plan goal for the child and there must be a reasonable expectation that adoption of the child can be achieved. If adoption is the case plan goal and relinquishment is appropriate, the contractor case manager shall discuss relinquishment with the birth parent(s), the SRS social worker, and the Contractor/SRS case supervisors. Parent(s) shall be provided information about the implications of relinquishment and be encouraged to confer with an attorney before making their final decision. All relinquishments shall be signed in the presence of a judge with jurisdiction in the case. Neither SRS nor contractor staff are to have parents sign relinquishments without court involvement. The child's case manager and SRS social worker shall be present at court in order to receive the relinquishment papers once they are signed by the judge.

6.9.9. Court Attendance and Court Requirements

- A. Contractors shall submit a written progress report prior to the hearing in accordance with the court's expectations.
- B. Whenever SRS must attend court for a child/family referred to the Contractor, it is the expectation that the Contractor shall 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.
- C. The diagram on the following page depicts best practice in the Assessment, Family/Child Case Planning, Service Delivery and Case Review process.

Continuation of the assessment-including strengths, resources, circle of support.

The Contractor is committed to ensuring a comprehensive assessment that highlights what the family does well-in addition to family needs.

Use of standardized tests cannot replace good assessment skills that engage the family in the process.

Child/Family Case Planning meeting that occurs within 20 calendar days from the date of referral.

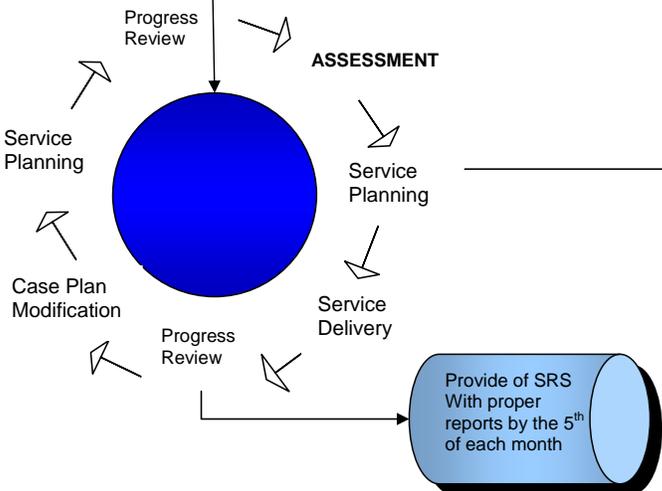
It is expected that the family will be integrally involved in creating the case plan.

Concurrent Case Planning requires that two plans be developed-and tat the provider work concurrently to ensure that if one plan (for example the plan for child and family reunification) does not work, that the alternate plan such as legal guardianship, Kinship care and/or Adoption is ready to be enacted. The ASFA timeframes do not allow for sequential planning for child permanence.

Child/Family Case Plan-that incorporates/ requires ongoing connection with people important to the child

Child/Family Case Plan that assumes ongoing modification and changes as required to best meet the child/family

Regardless of age of child, there is a full understanding that Independent living is not a permanency Goal-willingness to seek out permanence for children of all ages if reunification is not an option



Child/Family Case Plan reflects a mix and match of services that are tailored to meet the actual needs of the family. The Plan should not be "cookie cutter" but individualized to the child and family. It may require that the contractor sub-contract or develop new services in order to meet family's needs.

- R6.9.1 Bidders must describe how their supervisors ensure that the Child/Family/Child Case Plans are a reflection of actual need and not reflective of a “cookie cutter” approach.
- R6.9.2 Bidders must describe two creative ways (being very specific) that they have ensured family participation (including youth) in the case plan development process.
- R6.9.3 Bidders must describe the agency’s philosophy around Concurrent Planning, how and when an alternative plan is initiated in the case planning process, and how Concurrent Planning plays out in the life of a child/family.
- R6.9.4 Bidders must describe their approach to providing a home for and care for the children of teen mothers in SRS custody.
- R6.9.5 Bidder’s must describe their “ongoing” assessment and case review process.
- R6.9.6 Bidders must describe, how they will determine caseload size—understanding the single case management model of the contract.
- R6.9.7 Bidders must describe:
1. The role of the agency in assisting parents, children/youth (be specific) with access to health care related services. Be sure to address the following elements in this description and specify Contractor/parent/resource family responsibilities for each element:
 - a. Ensuring health care providers have private health insurance information. Medicaid is the payor of last resort and will not reimburse a health care provider for services rendered without a denial of payment from the private insurance company.
 - b. Address any transportation barriers
 - c. Identify any other obstacles or challenges with access to health care and describe how the contractor will support the family and/or foster family with addressing them
 - d. Indicate what responsibilities are the Contractors/families/resource families
 2. The role of the agency in assisting parents, children/youth with access to non-health care related needs services, or supports. Be sure to address the following elements in this description and specify Contractor/parent/resource family responsibilities for each element:
 - a. A plan for how to address any fees or associated costs
 - b. Address any transportation barriers
 - c. Identify any other obstacles or challenges with access identified needs, services, supports
- R6.9.8 Bidders must describe your strategies for providing supportive services to resource families 1) to ensure that placements do not disrupt, 2) to intervene when it is clear that a placement is at risk, 3) to prevent the need for more intensive placement or multiple placements.
- R6.9.9 Bidders must describe how they work with birth families toward relinquishment—when that is what appears appropriate and what the family wants.
- 6.9.10 Bidders must describe how they will work with youth to find permanent connections—as well as prepare for living independently.
- SD6.9 **SCENARIO DEMONSTRATION:** Bidders will be provided a case example and will be expected to craft a plan using an array of formal and informal supports. We are looking for innovative and individualized Family/Child Case Plans.

6.10 Child Permanency

6.10.1 Reintegration

When children have to be removed from their homes, the best outcome is that they are reunified safely and rapidly. Family reunification is the painful, flexible and dynamic process of reintegrating children with their families through a variety of services and supports. It aims to help each child and family to achieve and maintain at any given time their optimal level of reintegration. The first challenge is to ensure that workers have a conviction that the birth family is the preferred unit for rearing their children and that most birth families can care for their children if properly assisted. This assistance may come from formal helping systems such as child welfare and from informal helping systems such as kin and neighbors. The second challenge is to find the resources and supports for families that makes reunification possible. Case managers must negotiate, advocate and broker in a continual

effort to get resources in place so that families are supported. Such system supports include resource families and kinship caregivers who will partner in supporting family reunification efforts, services that are accessible and available to families in need, and an organizational infrastructure that supports the intensity of services required for effective reunification.

6.10.2 Adoption

- A. When the child is in SRS custody and placed out of the home for 12 continuous months, or 15 of the last 22 months, consideration shall be given to the termination of parental rights. Unless there are compelling reasons to the contrary, it is expected that the contract agency and SRS will pursue termination of parental rights.
- B. The decision to terminate parental rights, either through court action or relinquishment, is made jointly by SRS and Case Managing Entity in a case planning conference and is based on documented evidence that the child should not be returned to the home of the parent(s) and that adoption would be in the best interest of the child. In keeping with the philosophy of concurrent case planning, the permanency goal of adoption should be a part of the decision making process during the time a child is in foster care. The gathering and recording of information about the child is a critical aspect of the Case Managing Entity's case manager's responsibilities and should be initiated at the time the child comes into foster care and continue throughout the time the child remains in care. If the case manager waits until both parental rights are relinquished or terminated, the case manager may find that the parents are either unavailable or unwilling to provide such information. Pictures of a child's family or of him/herself from infancy are very important to the child. Copies of such pictures should be made and the originals returned to family members.

6.10.3 Permanent Guardianship

- A. The Kansas Code for the Care of Children authorizes the court to appoint a permanent guardian. This is a "judicially created relationship between the child and the caretaker, and is self-sustaining without on-going oversight or intervention. The permanent guardian stands in loco parentis and exercises all the rights and responsibilities of a parent.
- B. If after finding the parent unfit, the court subsequently determines a compelling reason why it is not in the best interest of the child to terminate parental rights, the court may award permanent guardianship to an individual. For certain children with parental rights terminated SRS may request that guardianship be awarded to a specific individual when adoption does not appear to be the best option for the child.
- C. As with other case plan goals, guardianship is a result of the case plan conference. As with any other permanent plan, the safety and well being of the child shall be the primary consideration in the decision making process.

1. Criteria for Permanent Guardianship for Children in Custody

Permanent guardianship should be limited to older youth when a determination has been made that:

- a. the child cannot be reintegrated with the parent(s); and
- b. a compelling reason exists not to terminate parental rights; or
- c. adoption is not a viable option for the child; and
- d. the parents, whose rights have not been terminated, are in agreement with the plan.

2. The contractor is responsible for documenting the following:

- a. the basis for the decision to pursue guardianship;
- b. the reasons why reintegration or adoption are not the preferred permanency options for the child;
- c. significant relationships to be maintained;
- d. visitation plans with extended family; if any,
- e. communication structures needed to maintain significant relationships; and
- f. services needed for the child's continued stability.

3. It is the contractor's responsibility to prepare the family for the responsibility associated with guardianship and to assess the family's capabilities of parenting a specific child. Factors to be considered in the case planning conference when determining if an individual family might be suitable for the guardianship of a child in SRS custody are similar to those considered when considering a relative or foster family for adoption. The contractor's are expected to:

- a. Complete a written family assessment,
- b. Complete Kansas Child Abuse and Neglect Central Registry and KBI clearances,
- c. Provide follow up services to the family as per the contract expectations,
- d. Provide any reports the court requests.

D. The contract agency may request the family participate in the PS MAPP, if it is deemed that such participation would be valuable to the family. Guardians need to be aware that such a plan means full commitment to the child and should not be agreed to without full consideration of the ramifications of such a placement to the entire family constellation.

E. A full array of services should be provided to the family on an as needed basis to assure the success of the placement. Guardians, as well as other families or individuals who enter into a plan to provide care for the child until majority, may need help in understanding the effects of separation, abuse and neglect. Families may need added services such as transportation, respite care, mediation, etc. in order to assure the success of the placement.

6.10.4 Other Planned Permanency Living Arrangement (OPPLA)

A. Other Planned Permanency Living Arrangement is a permanency option under ASFA only when compelling reasons exist. Under ASFA the compelling reasons include:

1. The agency determines it has a "compelling reason" not to file a termination petition for child who has been in care "15 of the last 22 months"
2. "Compelling reason" why "other planned permanency living arrangement" is being selected as a permanency option

B. Examples of compelling reasons cited in the ASFA regulations include:

1. An older teen who specifically requests that emancipation be established as his/her permanency plan;
2. The case of a parent and child who have a significant bond but the parent is unable to care for the child because of an emotional or physical disability and the child's foster parents have committed to raising him/her to the age of majority and to facilitate visitation with the disabled parent; or
3. The Tribe has identified other planned permanency living arrangement for the child.

C. Because OPPLA may end up being a catch all for those children for whom adoption or legal guardianship is challenging, it is important to consider some of the key aspects of an OPPLA permanency plan. First the arrangement is intended, designed, considered, premeditated, or deliberate. "Permanent" means enduring, lasting, or stable. An OPPLA has by definition the following characteristics:

1. Permanent physical placement of the child
2. Quality of care
3. Supervision and adult support of the youth
4. Nurture and teaching.

D. The objective of all child welfare services, including OPPLA is to craft the most stable, secure arrangement possible. "Permanency" includes something more than merely meeting the child's immediate physical, educational, social, and mental health needs. Key to the child's future happiness and success is the development of relationships with members of the child's family and communities.

6.10.5 Aftercare

A. During the aftercare period, the Contractor is responsible for continuing to provide all contractual services. There is no new referral option during the after care period. Once a child is returned home or achieves another permanency, the need for services is not eliminated. In fact, the family system may need intense services for a short period of time to support the child and family. The Contractor is responsible for the aftercare services for a period of 12 months following permanency.

B. The aftercare period does not apply for cases transferred to the Juvenile Justice Authority, or the Tribal Court, or to youth who age out of care at age 18 or older.

- C. Further, if the child begins the aftercare period within 60 days of the beginning of out of home placement, and the start of the aftercare period has not been the result of a Contractor recommended and implemented case and safety plan, the Contractor will have no responsibility for the provision of aftercare and a return to out of home care for the child will be a new referral to the contractor.

- R6.10.1 Bidders will be asked to describe their strategy for supporting permanent guardianship.**
- R6.10.2 The Bidder must describe the criteria used to recommend to the court that a child be reunified with his/her family or move to adoption or permanent guardianship.**
- R6.10.3 Bidders are asked to describe your process and criteria for determining when sibling separation in out of home placements is an acceptable option.**
- R6.10.4 Bidders are asked to describe your process and criteria for recommending to SRS that OPPLA is an acceptable option for a youth in care.**
- SD6.10 SCENARIO DEMONSTRATION: Bidders will be asked to describe their strategy for family reunification. A specific case example will be provided during the scenario demonstration process.**

6.11 Transition to Adoption Services

6.11.1 Roles

- A. There are times when children will not be able to remain safely in their homes, and the efforts at reintegration are unsuccessful. In those instances SRS and its Contractors have a legal and moral obligation to ensure that children are afforded timely permanence.
- B. When there is an identified resource for the child, the case managing entity will prepare the child, prepare the family and complete all the processes and paperwork required for adoption as outlined in PPM. SRS expects that siblings will be placed together in out of home placement. It is expected that in the majority of the cases the case managing entity will have identified a resource for the child. The case managing entity should exhaust all relative and identified resources prior to referral to Adoption contractor.
- C. When the child has no identified resource, parental rights have been terminated or relinquished, and the case plan goal is adoption, SRS will refer 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 & post placement services including aftercare to the adoptive family. 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 standards: 32% of all adoptions must finalize 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. When the contractor's twelve months of aftercare supports/services ends, adoptive families continue to receive an array of supportive services that can include adoption subsidy payments for financial support to the family for any adopted child with special needs; a Medicaid card to meet the health care needs of the adopted child; family preservation or family services that include social work case management are available if the family is in crisis; and behavioral health services including residential placement if medically necessary.

- 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.

6.11.2 Role of the Resource Family in the Adoption Process

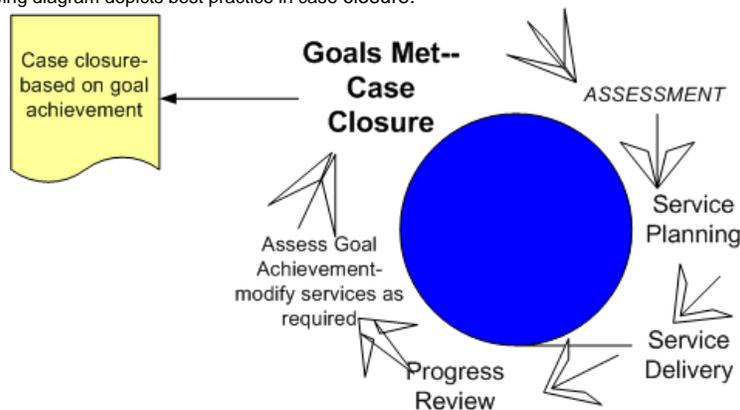
Creating a new family is a time of celebration...but it can also be a time of tremendous vulnerability on the part of the child and the adoptive family. If the resource family or kinship caregiver is not the adoptive family, it is the SRS expectation that the child remain with this family until they are placed in their adoptive home. The Resource Family who knows the child can be tremendously helpful in supporting the child as transition to the adoptive family occurs. They can answer questions the child may pose, encourage communication prior to placement, facilitate visits, encourage and support the exchange of information between the adoptive family and the child, and generally serve as the safety net for the child.

- R6.11.1 Bidders must describe the model they will use for working in partnership with the Adoption Contractor.
- R6.11.2 Bidders must describe the strategies you will use to ensure that youth do not leave the child welfare system without being connected to a loving adult who is committed to being there for them.
- SD6.11 **SCENARIO DEMONSTRATION:** Bidder will be asked to describe effective strategies for adoption of older children. Come prepared to describe one example of how you achieved permanence for an older child—what specifically made you successful.

6.12 Case Closure

Case closure means the case plan goal has been achieved and the child is no longer in custody of the Secretary of SRS.

- A. Case closure is a critical time in the case planning process. The Contractor is expected to provide services and supports for 12 months following permanency. There may be times when the family will want to close the case immediately upon permanency; however it is the job of the Contractor to find ways to support the child and family and to be available to provide services during the aftercare period.
- B. In all instances, case closure is based on the child and family achieving the goals as outlined in the service plan. It is important to note that case closure is not dependent upon the family meeting an individual worker or agency's definition of a "good family" but the family and child's attainment of goals specifically agreed upon in the case plan.
- C. The following diagram depicts best practice in case closure:



SD6.12 **SCENARIO DEMONSTRATION:** The Bidder will be asked to describe a time when they disagreed with a funder (SRS or another agency) regarding case closure and how this conflict was resolved.

6.13 Community Partnership and Sub-Contractors

- A. Many of the children and families served require the support of many service providers in order to make the changes required to care for their children safely. To effectively provide this array of services requires well developed partnerships within the community and across the region. It is important for Contractors to examine the cost effectiveness of developing new services or purchasing existing services from established providers in the community. It is frequently more expensive and creates fragmentation in service delivery, for each Contractor to recreate the service and accompanying infrastructure. It is generally more cost effective to access or purchase existing community services. SRS will assess Contractors intent to build and/or maintain partnerships by the meaningful plans for inclusion and coordination of service delivery. 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.
- B. Further, it is expected that the Contractor become familiar with and establish working collaborations with the Community Developmental Disability Organizations, Community Mental Health Centers, and Licensed Substance Abuse providers within their region. Once contracts are awarded, SRS expects Contractors to create working Local Partnership Plan agreements with each of these three entities within the first 90 days of the Contract. Please see appendix for the outline of elements to address in the Partnership Agreements.
- C. SRS expects that the Contractor will be an active participant in community systems of care development and develop working partnerships with the local Juvenile Correction Advisory Boards, Education, courts, CASA, Head Start, Early Head Start, other local child placing agencies, Juvenile Justice Authority, Juvenile Intake and Assessment Centers, domestic violence service providers, advocacy groups and SRS umbrella organizations. This must occur in order for Contractors to understand the wealth of community services and supports available for families.

R6.13.1 Bidders must respond to the following questions:

- A. What information is needed from SRS to successfully serve individual families and their children?
- B. Describe your method of active involvement with the school systems—especially when the child has an Individual Education Plan. How do you assure that the child receives a Free, Appropriate Public Education (FAPE) when the child is suspended from classes? How would you assist the family in obtaining alternative education in the event that the child/youth is expelled from school?
- C. How do you plan, or how have you in the past ensured partnership with the Community Mental Health Centers and Community Developmental Disability Organization for children and families with special needs?
 - 1. What are the greatest challenges in working with CASA, Community Mental Health Center, CDDO, and substance abuse treatment providers? How have you overcome them? Please be specific.
 - 2. How do you teach parents to advocate for themselves in accessing community services?
 - 3. How you will engage families in the process of choosing sub-contractors.

R6.13.2 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.

- SD6.13.1** **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.
- R6.13.3** Bidders must demonstrate how they have successfully partnered with a Substance Abuse Provider, CDDO and CMHC for the benefit of a child or family including a description of services and funding provided to the child or family that allows for the preservation of the family.
- SD6.13.2** **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.
- SD6.12.3** **SCENARIO DEMONSTRATION:** Bidders will be asked to describe their best practices for ensuring the continuity of health care for children in foster care? (This should include access to medical, dental, vision history).

6.14 Population Served

The referral criteria for reintegration and foster care services are those children:

1. placed in the custody of the secretary, for whom out of home placement has been ordered; and
2. who have not been referred and engaged* in services from the Family Preservation Contractor in the previous 12 months from the date of referral to Family Preservation.

*engaged means signing of the initial case plan.

6.15 Recruitment and Retention of Resource Families

The recruitment and retention of resource families who provide a loving and nurturing home to children in need of care is certainly one of the largest challenges Contractors will face.

6.15.1 Expectations of the Contractor's Recruitment and Retention Process

SRS has the following expectations in the Recruitment and Retention process:

- A. Each Contractor will meet on a regular basis with their SRS regions to jointly assess the types of homes that are needed. Targeted recruitment is expected to be based on the needs identified in this joint assessment. (For example if it is clear that there are adolescents that need homes in the region, the Contractor will focus on recruitment of homes willing to care for adolescents.)
- B. Contractors should not actively recruit existing homes, which can create disruptions and transitions for children..
- C. Contractors will adhere to the Statewide Recruitment Plan.
- D. SRS reserves the right to approve the recruitment materials (brochures, PSAs, etc.) to ensure that the message and philosophical approach is consistent across the state.
- E. After July 1, 2005 all new resource families trained will be required to complete PS MAPP in its entirety, or could complete Deciding Together when appropriate, prior to receiving a placement. Relatives are encouraged but not required to complete PS MAPP.
- F. Contractors will be required to complete a Comprehensive Resource Family Assessment and to maintain annual updates.

- G. Contractors will be required to follow KDHE requirements on licensing and renewal for family foster homes
- H. Contractors will interface with KDHE to assure that all foster parents and facilities used for the out of home placement of children will meet the applicable state licensing laws.
- I. All residential and therapeutic foster care programs utilized by contractors shall meet the SRS Levels of Care standards in the Handbook of Services.
- J. Contractors will assure resource families receive training to meet the needs of children who may be or are placed in their home.
- K. Contractors will provide support to resource families to maintain placement and prevent disruptions.
- L. Contractors will actively participate in, encourage and support the implementation and maintenance of a statewide foster parent association.
- M. Contractors will actively participate in the Adopt US Kids Campaign

6.15.2. Expectations for Child Placement and Sharing of Resource Family Homes Between Contractors

- A. When placing a child in care many issues have to be taken into consideration. Because the Contractors are allowed to recruit across the state, it is critical that Contractors work closely with one another. If a child is in need of a placement, and there is no identified kin, SRS expects that the child be placed in his/her home community—and is able to attend his/her own school. If a licensed child placing agency has an available home in the child's community and the placing Contractor does not, or if a licensed child placing agency has a home that is a better match for the child's needs, SRS expects collaboration. Contractors are expected to fully share homes as needed.
- B. If a contractor anticipates using another child placing agency's resource families to ensure placement outcomes, this should be achieved with affiliate agreements which must be negotiated prior to the effective date of the contract award. Costs associated with using an established resource family, under contract with a different placing agency will be agreed to between the contractor and child placing agency by using an affiliate agreement process. Affiliate agreements will be completed agency to agency prior to the need for a resource family for a specific child or sibling group. The process will describe costs associated with recruiting, resource family daily rates, etc. Affiliate agreements must include a provision of assurance that no existing child placement will disrupt in order to accommodate the contractor's placement needs, or vice versa.
- C. Contractors will have access to KDHE's (CLARIS) database of existing licensed and approved family foster homes and facilities so that they can identify existing homes and facilities in their region if a placement is needed. No resource family is to be contacted by a Contractor, if the resource family has been recruited and trained by another provider. Contractors must collaborate to ensure children are placed in the best homes possible.
- D. A well defined matching process will ensure success of the placement and achievement of a timely permanency. The matching process is critical for child to feel comfortable, have his needs met and to help prevent disruptions. At a minimum the matching process should include:
 - 1. family's ability to meet placement and treatment needs of the child;
 - 2. should include photos of the family and home and interest and activities the family participates in;
 - 3. If it is possible, especially in the case of youth, children should be able to choose from several homes.

6.15.3 Expectations Regarding the Work of Resource Families

- A. SRS expects that resource families will work closely with the birth family as a mentor, support the reunification process through consistent and frequent visitation, and to help the child deal with the imperfections of their birth family. Research has taught us that characteristics of resource families who are effective in partnering with birth families and supporting family reunification as the best outcome for children whenever possible include:

1. Having empathy for both the child and the birth family.
2. Demonstrating flexibility in their expectations about the outcomes of the placement as well as in their day-to-day life.
3. Tolerating ambiguity and uncertainty in the outcomes 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 officials
4. Possessing a philosophical and spiritual belief system that supports altruism and providing care for others.
5. Possessing a basic satisfaction with where they are in life, with no significant, driving unmet needs.
6. Demonstrating a willingness to share relationships with a child.
7. Evidence resiliency when earlier losses in their own life were experienced.
8. Demonstrating resourcefulness when confronted with challenges.
9. Understanding the importance of children maintaining positive connections with their home community.
10. Actively participate in regional and/or statewide foster parent association.

B. The recruitment and retention of families who possess these characteristics is much different than our past expectations and as such, Contractors may need to develop new recruitment strategies to be consistent with SRS' vision and philosophy.

R6.15.1 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 resource families for specific children who have been identified as needing a temporary out of home placement.**
- D. How contractors will address the MEPA/IEPA requirements.**
- 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 birth, resource, and adoptive families serve as (co-) leaders of PS-MAPP and believe this team approach facilitates recruitment and retention of resource families.**

R6.15.2 The Plan must also include a description of the Bidder's strategy for on-going training and support which includes:

- A. Provision of support services to the family to retain the families and to avoid placement disruption.**
- B. Ensuring that resource families receive the minimum number of training hours required by KDHE with mandatory emphasis on training to develop and support partnerships with birth families**
- C. Bidders must describe how they will weave the philosophical foundation for resource family-birth family partnership into the recruitment messages and ongoing training and support.**

R6.15.3 Bidders must describe your suggested process for sharing resource families between Contractors. Please be very specific as to how contact between Contractors should occur, how the resource family should be brought into the process, and expectations for ongoing collaboration between Contractors once a child is placed.

- SD6.15.1 SCENARIO DEMONSTRATION: Bidders must provide a detailed affiliate process on how to work with all child placing agencies and resource families within the region. The process must include a sample affiliate agreement and letters of intent from existing child placing agencies.**
- SD6.15.2 SCENARIO DEMONSTRATION: Bidders will be provided with a case scenario and they will need to describe in detail how resource families will mentor, partner with and serve as a role model to birth families. This description should include very specific examples of how the agency has incorporated this practice model into staff/resource family training and supervisory processes.**
- SD6.15.3 SCENARIO DEMONSTRATION: A PS-MAPP leader (or leaders) should be in attendance to describe one unique strategy for training on birth family-resource family partnership during the resource family training.**

6.16 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 agency⁹ are honored and implemented by the receiving state¹⁰. 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.

⁹ 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.

¹⁰ 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.

- E. Contractors will comply with the rules and regulations as required by the Interstate Compact on the Placement of Children.

R6.16 The Bidder must describe how timely referrals for Interstate Compact for Placement of Children (ICPC) will occur.

6.17 Paper Work/Communication/Report Expectations

SRS requires certain documentation and reports in a timely fashion as described below:

1. Completion of the initial case plan within 20 calendar days of receipt of referral.
2. Completed Child/Family/Child Case Plan sent to SRS within 23 calendar days of receipt of referral.
3. Ensure that all services provided are documented immediately.
4. Client records will be released to SRS within five (5) working days of request.
5. The entire original case record is to be returned to SRS within 15 working days of case closure.
6. Provide SRS with all written progress reports to SRS within five working days of request, to be used as part of reports to the court, and/or petition for termination of parental rights.
7. Follow policy in PPM regarding notice of change in placement requirements.
8. Provide immediate response (48 hours) to special or emergency requests for court ordered reports.
9. Notify all parties 30 calendar days in advance of planned move if child has been in this placement for six months or longer, or has been placed in the home of a parent or relative regardless of the length of time in the placement. KSA-38-1566
10. Inform resource families of their responsibility to submit a report to the court every six months.
11. Report critical incidents verbally to SRS within 12 hours of contractor discovery, followed by notification in writing to SRS within 24 hours. If the Critical Incident is suspected abuse and/or neglect, the verbal report must be made to SRS or Law Enforcement, and the written report within 24 hours.
12. Provision of encounter data to SRS. These submissions must be done monthly in the electronic format established by SRS. This responsibility applies to all services, whether delivered directly by the contractor or through a sub contractual arrangement. These requirements may be subject to a periodic revision by SRS due to changes in state or federal policy or changes in program requirements. The Contractor will be responsible for making the necessary programming changes to maintain their system compatibility with SRS requirements. Contractors must document the client served, date of service, duration, authorization, summary of service, encounter code number, number of units of service, name and credentials of providers and amount paid. Child's case file should include documentation of the necessity of the services and how services relate to case goals.
13. Maintain records of all resource family training
14. Provide SRS with the Third Party Liability Report by the 10th of every month. Medicaid Third Party Liability refers to the legal obligation of third parties, i.e. certain individuals, entities, or programs, to pay all or part of the expenditures for medical assistance furnished by Kansas Medical Assistance Program. The Medicaid program by law is intended to be the payer of last resort and is to be billed only after payment or denial has been received from other available third party resources. Examples of third parties which may be liable to pay for services include employment related health insurance, court-ordered health insurance derived by non-custodial parents., workers' compensation, long term care insurance, and other state and federal programs (unless specifically excluded by Federal statute.)

Contractor is responsible for identifying and pursuing Third Party Liability (TPL) for eligible children. The Contractor must make best efforts to identify and coordinate with all third parties against whom children may have a claim for medical coverage. The contractor shall track its TPL recovery for Medicaid children and report the recovery amount to SRS. The Contractor shall notify SRS if new TPL information on any child comes to their attention. Note: Only third party insurance is recoverable by the Contractor. Such items, including but are not limited to: Title XIX, child support, inheritance, trust funds, SSI, SSA, Railroad Retirement, Veteran's Benefits, Black Lung, etc. will be recovered by SRS.

15. Provide SRS with required program and fiscal reports as requested.
16. Contractor will provide completed school enrollment information, via the Foster Care database or by hard copy of EEIF at the time of enrollment.
17. Any other reports or information SRS deems necessary to assess services to children and families.

6.18 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
 - 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.
3. Send raw data to Contractors on a "by request" basis as resources allow.

6.19 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 audits 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.
5. Submit results of all accreditation surveys.

R6.19.1 Bidders must describe their internal Quality Assurance Program. This should include the staff training plan, on-going record review, case consultation and supervisory processes.

R6.19.2 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 next case manager.

R6.19.3 Bidders must describe your plan for dealing with abuse/neglect by care givers including engaging the family in a plan for corrective action.

SD6.19 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.

6.20 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.

R6.20 Bidders must describe their Constituency Service Model—to include their Consumer Grievance and Appeal process and method for collecting and using Consumer Satisfaction data.

6.21 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, contractors 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 anew 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
<p>Operational Definition:</p> <p>A. The number of medically necessary services divided by total number of services provided.</p> <p>B. The number of services demonstrating collaboration as a proportion of the total number of Services provided</p> <p>C. The number of children informed divided by the total number of beneficiary children</p> <p>D. The number of beneficiary children demonstrating improvement divided by the total number of children.</p>					

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."