

ADDENDUM

July 11, 2008

Addendum Number: 1
RFP Number: 11483
PR Number: 015998
Closing Date: **August 26, 2008, 2:00 PM**
Procurement Officer: Lee Harmon
Telephone: 785-296-3029
E-Mail Address: lee.harmon@da.ks.gov
Web Address: <http://da.ks.gov/purch>

Item: Family Preservation Services

Agency: Department of Social and Rehabilitation Services
Location: Topeka, Kansas

Conditions:

The links provided in the RFP attachment titled "SRS ITS Policy Memorandum 5476.00" for SRS Standard Approved Software and Non-Standard Approved Software were incorrect. These documents may be obtained by clicking on the icons below:



N:\PURCHASING\
BIDFILE\11483\ITS P



N:\PURCHASING\
BIDFILE\11483\ITS P

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: _____

Addendum Number 1 to RFP Number 11483 was recently posted to the Division of Purchases Internet website. **The bid document can be downloaded by going to the following website:**

<http://da.ks.gov/purch/rfq/rfqdata/11483.doc>

It is the vendor's responsibility to monitor the Division of Purchases website on a regular basis for any changes/addenda.

**Request for Proposal
Number: 11483**

NOTE: This complete document can be viewed at our website:
<http://da.ks.gov/purch/rfq/rfqdata/11483.doc>

PR Number: 015998
Replaces Contract: 07480
Date Mailed: June 30, 2008

Procurement Officer: Lee Harmon
Telephone: 785-296-3029
E-Mail Address: lee.harmon@da.ks.gov
Web Address: <http://da.ks.gov/purch>

Closing Date: August 26, 2008, 2:00 PM

Item: Family Preservation Services

Agency: Department of Social and Rehabilitation Services
Location: Topeka, Kansas

Term of Contract: July 1, 2009 through June 30, 2013
(with the option to renew for two (2) additional two (2) year periods)

Questions/Addenda - No pre-proposal conference is scheduled for this Request for Proposal. Questions requesting clarification of the Request for Proposal must be submitted electronically (MS Word) to the Procurement Officer indicated above, prior to the close of business on **July 18, 2008**. Each question or clarification should reference the appropriate RFP section.

Failure to notify the Procurement Officer of any conflicts or ambiguities in this Request for Proposal may result in items being resolved in the best interest of the State. Any modification to this Request shall be made in writing by addendum and posted on the Division of Purchases' website, <http://da.ks.gov/purch>. Only written communications are binding.

Answers to questions will be available in the form of an addendum on the Division of Purchases' website.

It shall be the responsibility of all participating vendors to acquire any and all addenda and additional information as it is made available from the web site cited above. Vendors are required to check the website periodically for any additional information or instructions.

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this Request may result in the rejection of a bid.

It is the vendor's responsibility to monitor the Division of Purchase's 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.ks.gov/purch/adds/VendorInformation.zip>

SIGNATURE SHEET

Item: Family Preservation Services

Agency: Department of Social and Rehabilitation Services

Closing Date: August 26, 2008 at 2:00 PM

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

Tax Number _____ E-Mail _____

Signature _____ Date _____

Typed Name _____ Title _____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

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

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

State of Kansas
Department of Administration
Division of Purchases

Supplier Diversity Survey Form

Why is the Division of Purchases requesting this information?

Current statutes governing the activities of the Kansas Division of Purchases do not include preferences or set-asides for Small Business Enterprises (SBEs). The Division of Purchases is interested in determining to what extent purchase orders and contracts are awarded to SBEs under existing work efforts. **Please Note:** You must submit this form with each bid opportunity.

Persons or concerns wishing to receive a Purchase Order or Contract Award resulting from this bid opportunity must provide the information contained in this document before the award is made. To help expedite this procurement, it is requested that you submit this form with your bid.

COMPANY DATA

Legal Company Name _____
Doing Business As (if applicable) _____
Federal Tax ID Number / FEIN _____
Diversity Program Contact Name _____ Title _____
Phone Number _____ Fax Number _____
E-Mail Address _____ Company Web _____
Address _____
City _____ State _____ Zip Code _____
Legal Structure: Corporation Partnership Non-Profit Sole Proprietorship LLC
Signature _____ Date: _____

COMPANY DIVERSITY DATA

(A) Business Classification (See Appendix A for definitions):

Is your business a **Small Business Enterprise (SBE)** as defined by the SBA?

Yes No Don't Know

Check all that Apply:

- | | | |
|--|--|---|
| <input type="checkbox"/> Disabled (DIS) | <input type="checkbox"/> SBA-Small Disadvantage Business (SDB) | |
| <input type="checkbox"/> Veteran-Owned (VBE) | <input type="checkbox"/> Women-Owned (WBE) | <input type="checkbox"/> Service-Disabled Veterans-Owned (DVBE) |
| <input type="checkbox"/> African American | <input type="checkbox"/> Native American | <input type="checkbox"/> Minority-Owned Business Enterprise (MBE) |
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Asian Pacific American | <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) |
| <input type="checkbox"/> Asian Subcontinent American | <input type="checkbox"/> Other: _____ | |

(B) Has your Business Classification Status been certified by a state, municipal, federal or other certifying agency?

No Yes Certifying Entity: _____

Other State of Kansas Resources for Small Business Enterprises (SBE)

Kansas Department of Commerce
Office of Minority/Women Business Development
<http://www.kansascommerce.com/IndexPages/Pgm01.aspx?rsclid=996008588532>

**State of Kansas
Department of Administration
Division of Purchases
Supplier Diversity Survey Form**

**Appendix A
Definition of Terms**

Small Business Enterprise / Concern (SBE)

SBEs are businesses that do not exceed the size standard for the product or service it is providing as measured by its employment and/or business receipts in accordance with the U.S. SBA numerical size standards. These standards are defined as FAR 52.219-8, 13 CFR Part 121 and 13 CFR 121.410.

Disadvantaged Business Enterprise (DBE)

DBEs are defined as a business which are (a) owned by socially disadvantaged individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities; or (b) owned by economically disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially disadvantaged.

Disabled Business Enterprise (DIS)

DIS businesses are at least 51% owned and controlled by one or more U.S. citizens who has a physical or mental impairment which substantially limits one or more of such person's major life activities.

Small Disadvantage Business Concern (SDB)

SDB businesses are certified by the SBA as meeting the following criteria: (1) they are small business concern and (2) must be at least 51% owned and controlled by one or more U.S. citizens who are socially and economically disadvantaged. African Americans, Asian Pacific Americans, Asian Subcontinent Americans, Hispanic Americans and Native Americans are presumed to qualify as being socially disadvantaged. Other individuals can qualify if they show by a preponderance of the evidence that they are socially disadvantaged. In addition, the personal net worth of each eligible owner applicant must be less than \$750,000, excluding the values of the applicant's ownership interest in the business seeking certification and the owner's primary residence. Successful applicants must also meet applicable size standards for small businesses in their industry. SDB regulations can be found in FAR 52.219-8 and 13 CFR parts 121 & 124.

Veterans-Owned Business Concern (VBE)

VBE businesses are at least 51% owned and controlled by one or more U.S. citizens who are Veterans of the U.S. Armed Forces. In the case of any publicly owned business, at least 51% of the stock is owned by one or more veterans and one or more veterans must control the management and daily business operation. The term "Veteran" means a person who served in the active military, naval or air service and who was discharged or released there from under conditions other than dishonorable. VBE regulations can be found in FAR 52.219-9 & 38 USC 101 (2).

Service-Disabled Veterans-Owned Business Concern (DVBE)

DVBE businesses are at least 51% owned and controlled by one or more U.S. citizens who are service-disabled Veterans of the U.S. Armed Forces. In the case of any publicly owned business, at least 51% of the stock is owned by one or more service-disabled veterans and one or more veterans must control the management and daily business operation. The term "Veteran" means a person who served in the active military, naval or air service and who was discharged or released there from under conditions other than dishonorable. The term "Service-Disabled" means a veteran of the U.S. Military Service has a service-connected disability with a disability rating of 0%-100%. In the case of permanent or severe disability, the spouse of caregiver of such a service-disabled veteran may control the management and daily operations. DVBE regulations can be found in FAR 52.219-9 & 38 USC 101 (2) & USC 101 (16).

Women-Owned Business Concern (WBE)

WBE businesses are at least 51% owned and controlled by one or more U.S. citizens who are female gender. In the case of any publicly owned business, at least 51% of the stock is owned by one or more women and one or more women must control the management and daily business operations. For Federal contracting regulations see FAR 52-219-8.

Minority-Owned Business Enterprise (MBE)

MBE businesses are at least 51% owned and controlled by one or more U.S. citizens belonging to certain ethnic minority groups. In the case of any publicly owned business, at least 51 % of the stock is owned by one or more minorities, and one or more minorities must control the management and daily business operations. "Ethnic Minority Groups" are people of Asian Pacific American, Asian Subcontinent American, African American, Hispanic American and Native American descent.

- **African Americans:** People whose origins lay in any of the Black racial groups of Africa.
- **Asian Pacific Americans:** People whose origins lay in Brunei, Burma, China, Guam, Indonesia, Japan, Kampuchea (Cambodia), Korea, Laos, Malaysia, Northern Mariana Islands, Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau (U.S. Trust Territory of the Pacific Islands), the Philippines, Samoa, Singapore, Taiwan, Thailand and Vietnam.
- **Asian Subcontinent Americans:** People whose origins lay in Bangladesh, Bhutan, India, Pakistan, Sri Lanka or Nepal.
- **Hispanic Americans:** People whose origins are in the South and Central America, Mexico, Puerto Rico, Cuba or the Iberian Peninsula (including Portugal).
- **Native Americans:** American Indians, Inuit (Eskimos), Aleuts, and native Hawaiians of Polynesian ancestry.

TAX CLEARANCE

Per KSA 75-3740-(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 of all potential contractors and subcontractors 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 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.

The Secretary of Revenue is authorized to exchange such information with the Director of Purchases as is necessary to determine the bidder's 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>

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.

CONTRACTOR

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

SUBCONTRACTOR(S)

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

Additional pages may be added, as required, indicating the same information for multiple subcontractors.

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date

VENDOR RESPONSE CHECK-LIST

The following items are provided to assist bidders in ensuring all requirements are met and all required submissions are included with the bid. Vendors are instructed to utilize this list **and include it with their bid submission**. In order to ensure fair and accurate evaluation, page numbers indicating the location of your response within your bid shall be included, where indicated.

Bidders must complete the page numbers required below.

Note - Items preceded with * are NOT considered part of the Technical Proposal page limitation.

Response Page No. ____	* Signature Sheet	(RFP page 2)
Response Page No. ____	* Supplier Diversity Survey Form	(RFP page 3)
Response Page No. ____	* Tax Clearance	(including individual subcontractor information) (RFP page 5)
Response Page No. ____	* Certification Regarding Immigration	(RFP page 6)
Response Page No. ____	* Transmittal Letter	(RFP Response Section)
Response Page No. ____	* Executive Summary	(RFP Response Section)
Response Page No. ____	Timeline	(RFP Response Section)
Response Page No. ____	Methodology	(RFP Response Section)
Response Page No. ____	Experience	(RFP Terms and Conditions Section)
Response Page No. ____	Qualifications	(RFP Response Section)
Response Page No. ____	References	(RFP Response Section)
Response Page No. ____	Subcontractor information, if applicable	(RFP Response Section)
Response Page No. ____	Exceptions to RFP noted, if applicable	(RFP Instructions Section)

The following items have been submitted, as required:

_____	* Resumes of key personnel	(RFP Response Section)
_____	* Job Descriptions	(RFP Response Section)
_____	* Letters of Intent	(RFP Response Section)
_____	* Memorandums of agreement	(RFP Response Section)
_____	* Insurance Statement provided as required	(RFP Response Section #10)
_____	* Proper number of copies submitted	(RFP Response Section)
_____	* Cost and Technical packets separate	(RFP Response Section)
_____	* Proprietary/Confidential information in separate packet	(RFP Instructions Section)
_____	* Media on separate CD/disks, if applicable	(RFP Response Section)
_____	* Cost Sheet	
_____	* Supporting Cost Information (spreadsheets)	(RFP Cost Section)

Quarterly Report Contact Information (See RFP Specifications Section)

Contact Person for Quarterly Report Issues: _____

Company Name: _____

Mailing Address _____

City & State _____ Zip Code _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

Section 1 INSTRUCTIONS

1. **Proposal Reference Number:** The RFP number, indicated in the header of this page, as well as on the first page of this proposal, 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 only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication 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.

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

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

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 without conducting negotiations, based on the initial proposal. 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 revised technical and/or cost proposal/offer to the PNC, subject to a specified cut-off time for submittal of revisions. 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 revised offer.

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

4. **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.

5. **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. In case of error in computations or totals, the unit price shall govern. 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 which 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 RFP 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.

6. **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. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the vendor's tax number.
7. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this Request by returning a signed hard copy with the bid. 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.
8. **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.
9. **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.
10. **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.
11. **Evaluation of Proposals:** Award shall be made in the best interest of the State as determined by the Procurement Negotiating Committee or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:
 - 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. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
 - Adequacy and completeness of proposal
 - Vendor's understanding of the project
 - Compliance with the terms and conditions of the Request
 - Experience in providing like services
 - Qualified staff
 - Methodology to accomplish tasks
 - Response format as required by this Request
12. **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.

13. **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 bid tabulation from the Division of Purchases by sending (do not include with bid):

- A check for \$3.00, payable to the State of Kansas
- A self-addressed, stamped envelope
- 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 sending an email to janet.miller@da.ks.gov or 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.

14. **Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of the State of Kansas. The **Open Records Act** (K.S.A. 45-205 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://da.ks.gov/purch/KSOpenRecAct.doc>) 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 in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page **and** provided as separate from the main proposal. Pricing information is not considered proprietary and the vendor's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The vendor shall provide detailed written documentation justifying why this material should be considered "Proprietary". The Division of Purchases reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

15. **Exceptions:** By submission of a response, the vendor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".
16. **Notice of Award:** An award is made on execution of the written contract by all parties.
17. **News Releases:** Only the State is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

Section 2 PROPOSAL RESPONSE

1. **Submission of Proposals:** Vendor's proposal shall consist of:
 - One (1) original and fifteen (15) copies of the Technical Proposal, including signature sheet, applicable literature and other supporting documents;
 - One (1) original and ten (15) copies of the cost proposal including signature sheet,
 - Two (2) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on diskette or CD, in Microsoft® Word or Excel and technical and cost responses shall be on separate media.

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 (RFP) number, closing date and the Region.

Vendor's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., Central Time, on the closing date indicated on Page 1, addressed as follows:

Kansas Division of Purchases
Proposal # *(Indicated on Page 1)*
Closing Date: *(Indicated on Page 1)*
900 SW Jackson Street, Room 102N
Topeka, KS 66612-1286

Faxed, e-mailed 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.

It is the vendor's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

2. **Proposal Format:** Vendors are instructed to prepare their Technical Proposal following the same sequence as this RFP. The Technical Proposal shall be limited to **50** single-spaced, 8 1/2 X 11 inch pages with font size at least 10 and margins at least one inch. Excluded from the page limitation are a five-page executive summary, job descriptions, resumes, letters of intent, and memorandums of agreements. All pages (including those exempt from count limitations) must be numbered consecutively at center bottom.
 - A. The technical proposal shall demonstrate the vendor's ability to design, develop, implement, and deliver Family Preservation Services to an identified SRS client population. The technical proposal is expected to reflect the vendor's understanding of the issues concerning this population along with the vendor's underlying vision, mission, and values as related to satisfying the needs of this population. Clearly address all items needed to impart the vendor's abilities, especially those items in Section 4.
 - B. The technical proposal shall demonstrate adherence to family-centered "best practices." The vendor shall clearly delineate assumptions related to program design and implementation in the technical proposal.
 - C. 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 regarding savings from economies of scale for a multiple-region award.

SRS Regions map.



Contractor Catchment Area Map:



3. **Transmittal Letter:** All bidders shall respond to the following statements:
 - A. the vendor is the prime contractor and identifying all subcontractors;
 - B. the vendor is a corporation or other legal entity;
 - C. 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. 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. no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
 - F. 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. 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. 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. **Vendor Information:** The vendor must include a narrative of the vendor's corporation and each subcontractor if any. The narrative 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. resources assigned to this project and the extent they are dedicated to other matters;
 - E. organizational chart.

5. **Vendor Qualifications:**
 - A. The vendor must be licensed to do business in the state of Kansas.
 - B. The vendor must be accredited with Council on Accreditation. Bidders must provide a letter from the accrediting body reflecting current standing and submit results of the most recent re-accreditation survey.
 - C. The vendor must include a discussion of its qualifications and experience in providing the services that are the subject of this Request. 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.

- D. The technical proposal shall include resumes of key 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.
- E. For services covered by Medicaid, the contractor as medical provider, shall 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, Division of Disability and Behavioral Health Services 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.

- 6. **Timeline for Implementing Services:** A timeline for implementing services must be submitted with the bid.
- 7. **Methodology:** Bidders shall submit with the bid, a detailed explanation of the methodology for providing services described in Section 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.
- 9. **Experience:** All bidders shall have a minimum of three (3) years continuous active participation in the applicable industry providing services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capacity to comply with conditions 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.
- 10. **Insurance:** The bidder shall include a statement that they have or will obtain the insurance listed in 3.14.
- 11. **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 assure that all vendors have equal access to information.

Information may be accessed from the following websites:

Prior Contracts, RFP and Supplemental Information are located at
<http://da.ks.gov/purch/adds/VendorInformation.zip>

Family Preservation Services RFP, 2004
Health in Pregnancy RFP, 2007
Health in Pregnancy Background and program components
Health in Pregnancy Outcome Statistics
Random Moment Time Study (RMTS) Instructions

Section I. - K.S.A. & K.A.R. References.

- 1. K.S.A. Web Instruction - At the address; <http://www.kslegislature.org> go to "I Want to Find." Select "find a statute." Enter the statute reference number.
Kansas Statutes Annotated:
 - A. K.S.A. 38-2201 et seq., Kansas Code for Care of Children
 - B. K.S.A. 38-2301 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. Kansas Laws and Regulations for Licensing Family Foster Homes for Children
2. K.A.R. Web Instruction – At the address; <http://www.kslegislature.org> go to “I Want to Find.” Select “ Kansas Administrative Regulations.” Enter the regulation number.
- Kansas Administrative Regulations:***
- A. 28-4-170 through 28-4-179 Kansas Child Placing Agency Regulations
 - B. 28-4-800 through 28-4-825 Kansas Rules and Regulations for Family Foster Homes for Children

Section II. – Federal Child Welfare Laws

The Administration from Children and Families website contains federal child welfare laws at <http://www.nicwa.org/policy/law/icwa/ICWA.pdf>

Section III. - Indian Child Welfare Act.

The Indian Child Welfare Act (ICWA) 25USC 1901 et seq;
http://www.acf.hhs.gov/j2ee/programs/cb/laws_policies/laws/cwpm/index.jsp

Section IV. - The American with Disabilities Act.

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

Section V. - Health Insurance Portability and Accountability Act.

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

Section VI. - Agency Web Sites.

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

Section VII. - General Medicaid Provider Manuals and Subsequent Bulletins (PIHP & PAHP)

<http://www.khpa.ks.gov>
<http://www.kansashealthsolutions.org>
<http://www.valueoptions.com>

Section VIII. - Ansell-Casey Life Skills Book.

Ansell-Casey Life Skill Book;
<http://www.caseylifeskills.org>

Section IX. – Home and Community Based Services (HCBS) Waiver.

<http://www.srskansas.org/services/hcbs.htm>
<http://www.srskansas.org/hcp/css>

Section X. - Addiction and Prevention Services (AAPS).

<http://www.srskansas.org/hcp/aaps>
<http://www.ncsacw.samha.org>

Section XI. - Children and Family Services -

<http://www.srskansas.org/CFS/> - Program, Outcome & Other Information
<http://www.srskansas.org/manuals.htm> - Eligibility and Payment Policy & Procedure Manual
<http://www.srskansas.org/CFS/QA/gamain.htm> - Quality Assurance Web-site
<http://www.srskansas.org/CFS/CWHS/childwelfarehandbooksvcs> - Handbook of Services
<http://www.srskansas.org/CFS/datareports08.html> - Data and Reports

Section XII. - Child Welfare League of America -

<http://cwla.org/>

Section 3 TERMS AND CONDITIONS

1. **Contract Documents:** This Request and any amendments and the response and any amendments of the Contractor 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:

- Form DA-146a;
 - written modifications to the executed contract;
 - written contract signed by the parties;
 - this Request including any and all addenda; and
 - Contractor's written proposal submitted in response to this Request as finalized.
2. **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.
 3. **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 and a written contract has been signed by the successful vendor.
 4. **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:

Kansas Division of Purchases
900 SW Jackson St, Room 102N
Topeka, Kansas 66612-1286
RE: Bid Number 11483

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

5. **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:
 - the Contractor fails to make delivery of goods or services as specified in this contract; or
 - the Contractor provides substandard quality and/or workmanship;
 - 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.

6. **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 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.

7. **Debarment of State Contractors:** Any vendor who defaults on delivery or does not perform in a satisfactory manner as defined in this Request may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes.

8. **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.

In the event of termination, the Contractor shall receive payment prorated 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.

9. **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.

10. **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.

11. **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.

12. **Staff Qualifications:** 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 or Subcontractor 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:

- A. All staff providing direct services to consumers shall have annual criminal record checks through the Kansas Bureau of Investigation and shall be cleared annually through the Kansas Child Abuse and Neglect Central Registry.
- B. Every staff member in a professional position, including case managers and social workers, shall have a Bachelors Degree in the human services field from an accredited university and shall be licensed by the Behavioral Sciences Regulatory Board to practice in Kansas (i.e. Social Worker; Marriage and Family Therapist; Psychologist; Professional Counselor and/or Alcohol and Drug Counselor).
- C. All supervisors must have a Bachelors Degree in the human service field, and have at least three years experience in children and family services.

- D. All paraprofessionals working directly with families and children shall have a High School diploma, or equivalent, and two years experience or additional education in the children and family services field.
- E. Clinicians and therapists shall be licensed by the Behavioral Sciences Regulatory Board and meet the Board's educational and experience requirements.
- F. Services to families where a pregnant woman is affected by substance abuse shall be provided by an Addiction And Prevention Services (AAPS) Credentialed Counselor or an AAPS Counselor Assistant credential. If provider does not have credentialed employees, the provider may subcontract with a licensed substance abuse treatment program.

13. **Subcontractors:**

- A. 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.

The State of Kansas requires tax information regarding all subcontractors be disclosed on the Signature Sheet, indicating company name, contact information and tax number. Additional pages may be added, as required. (See "Tax Clearance" form in this RFP.)

- B. The Contractor shall, on a continual basis, notify SRS Children and Family Services (CFS) in writing of all initial subcontractors and subsequent changes in subcontractors utilized in the execution of this agreement.
- C. 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 ensure Quality Assurance and Quality Improvement of the program by the contractor and subcontractors.

14. **Proof of Insurance:** Upon request, the Successful Vendor shall present affidavits of Insurance to the Division of Purchases for the following areas:

- A. Worker's Compensation
- B. Professional Liability
- C. Public Liability
- D. Property Damage
- E. Automobile Liability Coverage for Client Transportation

Contract award may be contingent upon proof of insurance.

15. **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.

16. **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 shall 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 shall agree to return any or all data furnished by or collected on

behalf of the State promptly at the request of State in whatever form 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.

17. **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.
18. **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, rules or regulations may result in termination of this contract.
19. **Hold Harmless:** The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract 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.

20. **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.
21. **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.
22. **Retention of Records:** Unless the State specifies in writing a different 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 the six (6) year contract period.

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.

23. **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.
24. **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.

25. **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.
26. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
27. **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.
28. **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.
29. **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, unless otherwise specified and agreed upon by the State of Kansas.
30. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. 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.
31. **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.
32. **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.
33. **Criminal or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract 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.
34. **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.
35. **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.
36. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards

recognized by the contracted industry and comply with all codes and regulations which shall apply.

37. **Federal, State and Local Taxes:** 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 quotation.**

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

38. **Accounts Receivable Set-Off Program:** During the course of this contract if the vendor is found to owe a debt to the State of Kansas, agency payments to the vendor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the vendor. The vendor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes vendors against debts owed by the vendors to the State of Kansas. Payments set-off in this manner constitute lawful payment for services or goods received. The vendor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

39. **Definitions:** A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Purchasing Forms".

40. **HIPAA Confidentiality:** Confidentiality under the Health Insurance Portability and Accountability Act, 1996 (HIPAA): 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 health data derived or extracted from the original data that has not been de-identified.

Electronic protected health information (EPHI) is a subset of PHI and means individually identifiable health information that is transmitted by or maintained in electronic media.

- A. Required/Permitted Uses Section 164.504(e) (2) (i): Contractor is required/permitted to use the PHI for the following purposes:
(i) Any activity required to ensure contract compliance and fulfill contract obligations
- 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 Sections 164.308, 164.310, 164.312, 164.314 and 164.504(e)(2)(ii)(B): Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and or EPHI that the Contractor creates, receives, maintains, or transmits. Contractor shall furnish SRS with a written description of such safeguards taken upon request. Contractor agrees to allow authorized representatives of SRS access to premises where the PHI and or EPHI is kept for the purpose of inspecting physical security arrangements.
- G. Agents and Subcontractors Section 164.504(e)(2)(ii)(D): Contractor shall 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, conditions and safeguards 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 164.304, 164.314 (a) (2) (C) and 164.504(e) (2) (ii) (C): Contractor shall notify SRS both orally and in writing of any use or disclosure of PHI and or EPHI 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. The Contractor shall report to SRS any security incident within 5 business days of becoming aware of such incident. For the purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with systems operations in an information system.
- K. Transmission of PHI Section 164.312 I (1) and 164.312 I (2): 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 security, 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 shall provide access to the PHI in accordance with 45 C.F.R. Section 164.524. Contractor shall make the PHI available for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Section 164.526. Contractor shall 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 shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, 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 shall make these same policies, procedures, and documentation available to SRS or its designee upon request.
- P. Contract Termination Section 164.314 (a)(2)(i)(D) and 164.504(e)(2)(ii)(I): Contractor agrees that within 45 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 164.314 (a) (2) (i) (D) 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.

41. **Off-Shore Sourcing:** Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Division of Purchases and the respective agency in writing, indicating the new location and the percentage of work relocated.

42. **Payment:** Refer to Section 5.2 for Payment schedule.

43. **Financial Requirements:** Revenues and expenses applicable to the contracts must be tracked separately from the organization's other business operations. Additionally, if an organization is awarded contracts for more than one region, revenues and expenses must be tracked separately for each region.

Contractors shall submit a copy of their annual certified public audit of the organization within 180 days of the organization's fiscal year end. These audit reports shall include separate audited income statements for each contract. This audit report shall be sent to:

SRS Office of Audit and Consulting Services
DSOB 8th Floor, 915 SW Harrison
Topeka, Kansas 66612

Contractors shall comply with all applicable requirements in **SRS Recipient Monitoring Policy**, current and as revised, posted at <http://www.srskansas.org/publications.htm>.

Contractors' staff shall participate in the CWCBS Contractor Random Moment Time Study (RMTS). Training will be provided by SRS on an as-needed basis. Contractors are required to provide training to existing and new staff before the individuals can participate in RMTS sampling. See Vendor Information File for details.

Contractors shall make reasonable and sufficient efforts to submit accurate and timely employee roster updates, ensure staff complete all RMTS samples accurately and timely (including validation requests), and ensure that coordinators are responsive to requests from the SRS RMTS manager. SRS will measure the following standards of compliance to determine whether contractors are making adequate efforts:

- A. Roster Updates for the next calendar quarter submitted by the 15th day of the last month of each calendar quarter.
- B. 95% of initial samples, excluding non-strikes (activity 9970 Leave (vacation), activity 9980 Not Available (not scheduled to work), activity 9990 Invalid (vacant position), and No Responses), are completed within two business days.
- C. No more than one (1) No Response per contractor per calendar quarter.
- D. No more than one (1) invalid combination per contractor per calendar quarter.
- E. All RMTS responses, validations, and requests for information for each calendar quarter submitted to SRS by the 10th of the month following the end of each calendar quarter.

If a contractor fails to meet these criteria for any two consecutive quarters, SRS may withhold five percent of future weekly payments. Withholding will cease and withheld funds will be paid when successful progress addressing deficiencies has been made. A key point of consideration in determining whether a contractor is making reasonable and sufficient efforts is the risk the contractor poses to the reliability and statistical validity to the entire quarterly sample. It is SRS's intent to work with contractors to resolve issues and to ensure that all contractors successfully meet RMTS obligations.

44. **Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.
45. **Software Code and Intellectual Property Rights:** As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor shall surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or software code and related intellectual property to the state entity for which it was developed.
46. **Data:** Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the State.
47. **State's Technical Environment:** The successful bidder shall use the State's Computer System FACTS, KIDS and eSCRIPTS. The vendor is responsible for all costs associated with connecting to and remaining compatible with the State system including but not limited to vendor site setup and installation of vendor owned equipment. The contractor shall have the ability to communicate with state systems electronically including the ability to attach documents. Information that may be used to assist the bidder in determining costs necessary for bidding purposes is found in Appendix #1.
48. **Web Development:** Any web site, web pages, or web based applications developed by Contractor for SRS shall be in compliance with the state web accessibility policy (ITEC 1210). Guidelines supporting this policy can be found at <http://da.ks.gov/itab/was/guidelines.htm> . In addition, the web content shall be in compliance with SRS web standards (SRS-ITS Standard 3401.04), available upon request.
49. **Submission of the Bid:** Submission of the bid shall be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.
50. **Contract Transition:** In the event a new contractor is awarded the contract for services covered by this Request and any addendums or amendments to the resulting agreement, Contractor shall collaborate with the region's current CW/CBS contractor and Health in Pregnancy contractor to develop a transition plan to be approved by SRS. The contractor 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. The transition plan shall assure a smooth transition to avoid disruptions, provide for the safety and well-being of children and provide necessary information to all concerned parties.
51. **Award:** Award may be by region or statewide, whichever is in the best interest of the State of Kansas.

Section 4 SPECIFICATIONS

The State of Kansas is issuing this Request for Proposal to obtain competitive responses from vendors to provide Family Preservation Services, per the attached specifications, for Kansas Department of Social and Rehabilitation Services.

Term of Contract: The term of this contract is for a four (4) year period beginning July 1, 2009 with two (2) additional two (2) year renewals by written agreement of the parties.

4.1 **Background and Scope:**

4.1.1 **Background:** The Secretary of Social and Rehabilitation Services is responsible to investigate reports of child abuse and neglect to determine if the report is valid and if action is required to protect a child. In this regard, SRS provides care and service planning to families whose children are at risk of out-of-home placement.

Through delivery of family preservation services, SRS and contractual partners have demonstrated that families in crisis and at risk for having their children removed into foster care can be maintained intact in their own homes through intensive in-home family preservation services. With the assistance of family preservation services, families remain together by assuring adequate safety and well-being for all family members. SRS seeks to continue in-home family preservation services through contractual agreements with non-governmental entities who use evidence-based practice models.

This Request for Proposal expands the Family Preservation program to include families with women abusing substances during pregnancy. With implementation of this Request in July 2009, services to families with women abusing substances during pregnancy will extend statewide through Family Preservation providers. Current pilot projects in Barton, Ellis, Sedgwick, and Douglas counties will continue through June 30, 2009.

Contractors provide services in each of five (5) Child Welfare Contract Regions. (SRS has six (6) regional areas: Northeast, West, South Central, KC Metro, Southeast and Wichita.) See the maps depicting the counties within each region in Section 2.2.

4.1.2. **Scope:** The purpose of this Request is to solicit the design and implementation of an evidence based practice model for family preservation program in designated geographic regions in Kansas. This program will provide intensive in home family preservation services to families who have one or more children at risk of out-of-home placement or will be at risk of out of home placement at birth. For the 365-day contracted case management period, also called "the referral period", services are designed to eliminate barriers to child(ren) remaining safely at home. Formal assessment results are used to evaluate family attributes for safety, in-home permanency and well being. The family helps to define barriers for children remaining safely at home as well as to assist in identifying ways to overcome these barriers.

The Family Preservation approach is family-centered. Family services and supports are designed by building on the strengths of the family and are supportive, culturally competent, and address the entire family as well as individual family members.

Family-centered practices include:

- Engaging families in service design,
- Treating families with respect,
- Respecting families' privacy,
- Involving immediate, extended and kin family members, and non-custodial parents as active partners in case planning,
- Providing services to families in their own homes,
- Linking families to community-based, diverse, and comprehensive supports and services, and
- Strengthening the capacity of families to function independently.

Family preservation services are concentrated and clearly defined with an emphasis on intensive, home-based services to families in crisis where children are at imminent risk of placement. The decision to refer a family for intensive in-home family preservation services is made by SRS at any point during the intake and assessment process.

Services for all family preservation referrals may be provided by the contractor or may be purchased by the contractor from other entities. Services typically include:

- Initial safety assessments.
- On-going assessment and determination of family needs, strengths and well-being.
- On-going safety and risk assessments.
- Assistance in obtaining core support services (day care, respite care, employment, housing, etc.).
- Coordination of community resources for the family.
- On-going case evaluation and monitoring to assure effective service delivery.
- Family living skills.
- Family crisis intervention.

For pregnant women who are abusing substances, these services also include addressing substance abuse treatment and related aftercare, prenatal health care, vocational assistance, and case management. Assistance in removing barriers to treatment is also provided including family support, mental health services, domestic violence protection, child care, transportation, housing, and other supportive services.

4.2 Population Served

4.2.1 Referral criteria include a family with a pregnant woman who abuses alcohol and/or drugs or a family in crisis that has child(ren) at risk of removal. When children are at risk, there must be a parent/caregiver who is available to protect the child(ren) and who is willing and able to participate in the services. Family preservation services are initiated based on SRS assessments that the pregnant woman is abusing alcohol and/or drugs or that children are at risk of removal and the family is willing to engage in services.

Following are examples of potential referrals:

- A. Families with women using alcohol and/or drugs during pregnancy.
- B. Families with child(ren) who are alleged or substantiated as victims of abuse or neglect.
- C. Families with child(ren) who are truant due to failure to attend school along with other non- abuse/neglect issues.
- D. Families with parents and/or child(ren) who use or abuse substances.
- E. Families with child(ren) in police protective custody and placed in temporary emergency shelters.
- F. Families with mental/emotional illness when the issues have been stabilized and one adult in the household is able to participate.

4.2.2 Families who have at least one child in out-of-home placement through a regional Foster Care/Reintegration provider are not eligible for family preservation services. Family preservation services are terminated when the Court removes one or more children from the home.

If a child in the family is adjudicated a juvenile offender, juvenile offender services to that child are the responsibility of the Juvenile Justice Authority (JJA); however, if there are other children in the home who meet the criteria for family preservation services, a referral can be made or the services from a prior referral can continue if the adjudication and JJA custody occur after referral. The child/youth who is adjudicated and in the custody of the JJA may participate as a member of the family in these services.

4.3 Services to be Provided—Contract and Program Requirements

4.3.1 Contract Requirements

The Contractor shall:

- A. Have a program director assigned to this contract who will serve as the liaison to SRS on all program and contractual matters.
- B. Assure all staff with case management responsibility have SRS pre-service training. Staff must also receive on-going training regarding family systems, service delivery related to family preservation, CFSR PIP, new policy, statutory changes, and/or initiatives. CFSR PIP refers to the Kansas Program Improvement Plan resulting from the Federal Child and Family Services Review.
- C. Adhere to the following:
 - (1) Kansas Code for Care of Children KSA 38-2200 et seq.
 - (2) Kansas Juvenile Offenders Code KSA 38-2300 et seq.
 - (3) Kansas Administrative Regulations
 - (4) Interstate Compact on the Placement of Children/Juveniles (ICPC/ICJ)
 - (5) Interstate Compact on Adoption and Medical Assistance (ICAMA)
 - (6) The Indian Child Welfare Act
 - (7) Children and Family Services Review Program Improvement Plan (CFSR PIP)
 - (8) Children and Family Services Policy and Procedures Manual (PPM) and its revisions.
 - (9) Eligibility and Payment Policy and Procedure Manual and its revisions.
 - (10) Handbook of Services and its revisions.
 - (11) The Americans with Disabilities Act (ADA)
 - (12) Kansas Mental Health Reform Act KSA 39-1601
 - (13) Relevant federal statutes and regulations as set out at the Administration for Children and Families website at http://www.acf.hhs.gov/programs/cb/laws_policies/index.htm#laws
 - (14) Medicaid Provider Manuals and subsequent bulletins.
 - (15) SRS Provider Agreement Manual
 - (16) Federal Title IV Prohibition Against National Origin Discrimination as it Affects Persons with Limited English Proficiency LEP
 - (17) The Contractor is required to ensure written information is available in the prevalent non-English languages of the service area.
- D. Establish and maintain policy and procedure manuals which detail job functions and service delivery processes within the provider agency which operationalizes an evidence-based practice model.
- E. Maintain a system for responding timely to consumer complaints including informing SRS as to the resolution of these complaints. Response to SRS is required within five (5) working days from the complaint date. Complaints from legislators may require a response in less than five days. If the concern is a Critical Incident as defined by agency policy, a response may be required by the Contractor the same day or next business day from the event.
- F. Refrain from releasing reports, medical records, or client information to outside sources without written consent from SRS and the family. Information shall be shared freely between the contractor and SRS, and, when appropriate, between the Family Preservation contractor and the Foster Care/Reintegration contractor. The contractor shall make available all client records and information to SRS upon request, whether written or verbal.
- G. Begin case management responsibility for children and family along with contractual obligations on the day of referral and end this responsibility 365 days after the referral date.
- H. Update and complete the case file and send it to the SRS regional office within five (5) working days after the contractor's 365-day period of responsibility for family case management has expired, or after the case has been referred to the reintegration contractor.

- I. Provide for the safety, stability and well being of children and families during the referral period.
- J. Deliver services to children and families, in their own home, which are culturally sensitive and are responsive to special needs.
- K. Respond to family crisis situations within one hour, and document response in the case file.
- L. Report critical incidents verbally to SRS within 12 hours of contractor discovery, followed by notification in writing to SRS within 24 hours.
- M. Respect the privacy of child and family communications.
- N. Maintain confidentiality and share information as required by law including HIPAA and SRS policy.
- O. Report cases of suspected child abuse and neglect immediately to SRS or law enforcement in accordance with KSA 38-2223.
- P. Maintain contact with, and submit all reports as required by the court. Liaison with court and district/county attorney.
- Q. Maintain a public image that reflects positively on the public/private partnership.
- R. Maintain case information on a timely basis, which reflects the complete and current history of assessment information; services provided and progress of services, for the family and each family member.
- S. Collaborate with schools to assure all children receive educational assistance determined necessary from educational assessments.
- T. Assure seamless transition for the child, family, and reintegration provider whenever a child, receiving services under this Request is placed in out-of-home care:
 - (1) Information will be shared with the Reintegration/Foster Care/Adoption Contractor to include reasons for referral, dates of referral and services provided, the family's response to the services, the goals achieved and other useful information.
 - (2) If the Family Preservation Provider has an open case at the time of referral to the Reintegration/Foster Care/Adoption Provider, the case manager from the Family Preservation Provider shall be invited to and attend the initial team meeting with the family.
- U. Assure seamless transition for children and their family, when the family moves to another contractor region during the 365-day Family Preservation service period, by continuing to serve the family or by subcontracting with another provider. In these cases, the original contractor remains responsible for all contractual obligations and reporting. If a child in the family is in the Secretary's custody but remains in home, when the family moves a new referral is made to the contractor where court jurisdiction for the child's case is located. The prior referral is closed.
- V. Assure that families are involved with their agency at a policy-making level, and will hold at least one stakeholder feedback meeting per year to solicit input and feedback from families and youth.
- W. Participate in stakeholder, policy, program improvement and other regional and statewide events to support and promote child welfare issues.
- X. Submit quarterly management reports.
- Y. Assure quality enhancement programs are comprehensive and on-going.

Z. Participate in statewide or regional stakeholder, policy, program improvement or advisory groups including events to promote and support child welfare issues.

AA. Convene at least one meeting annually for feedback from families, youth and other stakeholders.

BB. Participate in the CFS Case Review program and in-case reading.

4.3.2. Program requirements.

The following are minimum program requirements. New or unique program elements supported by available data are acceptable and encouraged. The proposal must detail how each requirement will be implemented.

The contractor shall:

- A. Accept all referrals in the designated geographic region.
- B. Assure agency staff availability to families 24 hours a day, including weekends and holidays. Respond to a crisis within one hour and document response in the case file.
- C. Acknowledge receipt of referral to SRS within 24 hours of receipt.
- D. Contact the family within 24 hours of referral to schedule an in-person meeting with the family. Meet in person with the family within two business days of referral. The contractor shall request assistance from the SRS social worker, if there is difficulty in beginning the engagement process.
- E. Employ the initial team meeting with the family to develop a safety plan, identify immediate supports for the family and each family member, and identify roles and responsibilities for all team members.
- F. Plan for engagement and initial team meetings that may differ for women addressing substance use during pregnancy from other families receiving family preservation services.
- G. Employ diligent efforts to engage the non-custodial parent for all family preservation activities. Regard all references to "family" in this request for proposal to include the non-custodial parent.
- H. Document all case activity in the case file on a timely basis.
- I. Complete initial family assessments which measure safety, stability, and well-being.
- J. Complete ongoing family assessments which address safety, stability, and well-being.
- K. Assess all family members for components of well-being including social, emotional, physical, educational, intellectual, mental health, substance abuse, domestic violence, and parent child relations.
- L. Assure needed services identified from the assessments are included in case plans, are provided, and are monitored during visits.
- M. Work with the family to develop a case plan with specific outcomes for family members which mitigate risks to the family. Outcomes should address referral reasons, family-identified needs and assessment results. Other agencies involved with the family and any individuals identified by the family shall be invited and encouraged to attend the meetings.
- N. Assist the family in overcoming barriers to achieving goals in case plans.

- O. Complete the initial case plan and obtain family's signature within 20 calendar days from date of referral.
- P. Invite SRS social workers to all case plan conferences and court hearings.
- Q. Send the completed case plan to SRS within 5 calendar days from the date of the case plan meeting.
- R. Write court reports, submit reports to court per local rule, attend all court hearings, and testify as required.
- S. Provide SRS with the documentation necessary to file a complete court petition, when determined a child cannot remain safely in-home.
- T. Document reasons for reducing the frequency and intensity of services.
- U. Purchase the first \$500 of hard goods needed for the family. After expending \$500 on hard goods, a request can be made to SRS for additional hard goods funding. Examples of hard goods are: exterminator services, head lice treatment supplies, clothes, utilities, rent and deposits, bus passes, car repairs, refrigerators, beds, etc. Hard goods do not include services listed in the Child Welfare Handbook of Services (<http://www.srskansas.org/CFS/CWHS/childwelfarehandbooksvcs.html>).
- V. Address referrals to Family Preservation for families whose children are not in custody and for families whose children are in the Secretary's custody but remain in-home.
 - (1) For families where one or more children remain in-home but are in the custody of the Secretary, the following is required:
 - (a) Each child in custody is required to have a child case plan and a family case plan. The child case plans, which are separate and distinct from the Family Preservation case plan, must be completed within 30 days after custody is established and at least every 180 days thereafter.
 - (b) Monthly face-to-face contact between the identified case plan worker and each child in custody.
 - (c) After the case is closed to intensive family preservation services, the contractor must keep these cases open for custody supervision, keep the case plan up-to-date, submit timely court reports, continue to testify in court, and assist the family in following court orders during the remainder of the 365 days.
 - (d) The visits must be well planned and focused on the child's safety and well-being, as well as stability with in-home living arrangements. Visits must address issues such as the relationship and communication between the caseworker and the child; case planning; the physical, mental health, and educational needs of the child; the child's relationship with parents, siblings, other relatives, and the family preservation provider; as well as service delivery, goal attainment and progress of the child.
 - (2) For families who do not have any children in the Secretary's custody, individual child case plans are not required. A family case plan that addresses the needs of each family member is sufficient. When the case is closed to intensive family preservation services, monthly supervised family activity is required.
- W. Coordinate with medical providers to assure medical needs are met.
- X. Continue to access medical services via the Medicaid card for children qualifying for Medicaid.

- Y. Provide for periodic urine analysis when working with women who used drugs and /or alcohol during pregnancy.
- Z. Refer newborns to early intervention programs.
- AA. Develop a plan for aftercare identifying the expectations of the family and the provider, including the frequency and type of contact after the specific outcomes of the case plan is achieved. The plan also identifies the circumstances that may result in the resumption of intensive services.
- BB. Plan for after care and resumption of services that may differ for woman addressing substance use during pregnancy from other families receiving family preservation services.

4.4 Outcomes

Outcome measures and other terms specified in this Request are primarily measures of federal standards for safety, in-home permanency and well-being of children and their families. When these outcomes or specified terms are not achieved, the contractor will work collaboratively with SRS to develop and implement an effective corrective action plan (CAP). Failure of the contractor to successfully meet the CAP requirements within CAP timeframes may result in termination of this contract and/or damages.

Outcome 1. Families are engaged in program services.

- O1.1 95% of all families referred shall be engaged timely in family preservation services.

Operational definition: Number of families referred to family preservation in a given month who had an initial case plan completed and signed within 20 days of referral to family preservation, divided by the number of families referred to family preservation in a given month. The operational data comes from FACTS.

Outcome 2. Children are safe from abuse and/or neglect.

- O2.1 95% of families will not experience substantiated abuse or neglect during the first 180 days of family preservation participation.

Operational definition: Total number of families referred to family preservation that did not have a substantiated finding of abuse or neglect for an incident date between date of referral and 180 days past referral date, divided by the number of families referred to family preservation during the same 180-day period. The operational data comes from FACTS.

Outcome 3. Children are maintained at home with family

- O3.1 95% of families will not have a child placed outside the home into the foster care program during the 365 day referral period.

Operational definition: Total number of families referred to family preservation that do not have any children placed into foster care during the 365-day referral period, divided by the total number of families referred to family preservation that were referred during the same 365-day period. The term foster care includes children or youth placed into the custody of the Secretary of SRS who are living in an out of home placement. The operational data comes from FACTS.

Outcome 4. Babies are born substance free.

- O4.1 90% of babies are born substance free to women referred to FPS for reason of substance abuse during pregnancy.

Operational definition: Total number of births to families during family preservation services provision born with a negative alcohol and drug toxicology divided by the total

number of births to families during family preservation services. The "family preservation service provision" is 365 days from the date of referral. The cohort of families in this measure is limited to those referred to the program for reason of being affected by substances during pregnancy. The data will be tracked and reported to CFS by the provider.

4.5 State Resources and Responsibilities

The Department of SRS will:

- A. Establish child protection objectives.
- B. Refer the family to the contractor within 24 hours of SRS decision that family needs family preservation services.
- C. Assist provider who experience difficulties in beginning the engagement process, when requested.
- D. Make prompt payment as per the contract.
- E. Assure assessment information is available to the contractor through KIDS.
- F. Assure additional referral information is sent to the contractor in a timely manner.
- G. Support linkages between the Contractors, the Juvenile Justice Authority and SRS.
- H. Provide case file information to the Foster Care/Reintegration provider or to the Juvenile Justice Authority.
- I. Obtain release of information for all third party information known to SRS which pertains to the child(ren) and family. Provide the release document to the Contractor in a timely manner.
- J. Assess for relatives and kin at intake and assessment and send this information to the contractor with the referral form, or as soon as possible after referral.
- K. Participate in Quality Assurance activities.
- L. Coordinate on-site monitoring at least annually.
- M. Facilitate the professional judgment resolution process.
- N. Notify the family preservation contractor of any critical changes in the family's situation verbally within 12 hours, followed by written notification within 24 hours.
- O. Keep contractor informed of status of ongoing child abuse/neglect assessments.
- P. Work with the court and the SRS attorney regarding court orders that do not meet federal and statutory compliance.
- Q. Assess safety and recommend to the court when a child cannot remain safely at home.
- R. Notify the family preservation contractor of changes in client eligibility for Medicaid.
- S. Provide technical assistance regarding all laws, regulations, policies and procedures impacting child welfare services.
- T. Notify contractor when new information on Third Party Liability for any child or family comes to their attention.
- U. Monitor service delivery process as outlined in Contractor's proposal.

4.6 MIS Requirements

SRS will continue to expand its use of electronic storage and exchange of information. SRS and Contractors must take precautions to ensure the confidentiality and security of information. SRS expects all contractors will have adequate password-protected desktops along with firewall protection and 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 send as much information to Contractors as possible electronically and expects that Contractors will do the same.

- A. Contractor shall:
 - (1) Send the acknowledgment of referral to the regional office via e-mail. (Address will be provided by each regional office).
 - (2) Electronically retrieve new referral information from the CWCBS website via the SRS web portal and allow this information to be downloaded into their computer system.
 - (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.

- B. SRS shall:
Create a dataset file at case opening for electronic retrieval from the CWCBS website by the contractor. Case opening data fields include:

	CWCBS Report Field Name	SCRIPTS Equivalent	Screen-Field Name In FACTS	Size
1	Client ID	same	CASE Screen-Client ID	10
2	Client Name (last)	same	CASE last name	17
3	Client Name (first)	same	CASE first name	12
4	Client Name (MI)	same	CASE middle initial	1
5	Worker Name(last)		CASE Screen - Worker Name	17
6	Worker Name (first)		CASE Screen - Worker Name	12
7	Worker name (MI)		CASE Screen - Worker Name	1
8	SRS Region Number		CASE Screen -Worker # (First two numbers in the Worker number)	2
9	Worker County		CASE Screen-Worker # (3 rd and 4 th characters in the Worker number)	2
10	Case County	county	CASE Screen-County	2
11	Case ID	FACTS Case#	CASE Screen-Case Number	8
12	Event ID		Face Sheet	8
13	Race code (1)		CASE/RACE	2
14	Race code (2)		same	2
15	Race code (3)		same	2
16	Race code (4)		same	2
17	Race code (5)		same	2
18	Ethnicity		MACL/Ethnicity	2
19	Date of Birth	same	CASE/DOB	8 (ccyy-mm-dd)
20	Sex	same	CASE/Sex	1
21	SSN	same	CASE/SSN	9
22	Role Code	H=casehead C= child A=Adult	CASE/Role	1
23	Effective Status Date		INIT-PLAN/Eff dt (for resp status)	8 (ccyymmdd)
24	Street 1		MACL Screen -Address	25
25	Street 2		MACL Screen - Address	25

	CWCBS Report Field Name	SCRIPTS Equivalent	Screen-Field Name In FACTS	Size
26	Zip Code		MACL Screen - Zip	5
34	Case Open Date		CASE Screen - Open Date	8 (ccyymmdd)
35	Service Action Date	Referral Start Date (Also used for Intake Date.)	INIT- RESP - EFF DT	8 (ccyymmdd)
36	Service Action Code	Possible Combinations: PR03N/FPC=FI PR09N/FPC=FO PR09N/FGC=FC	INIT- RESP Screens - SVCACT	5
37	Service Source Code		INIT- RESP - SVCSRC	3

- C. Over the life of the contract, improvements to systems and innovations in technology 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.

**Section 5
Family Preservation
Cost Proposal Cover Sheet**

Name of Submitting Organization: _____
(Per instructions in this section of the RFP, submit rate and cost proposals for each region for which a bid is being submitted)

Check the Region for which this Cost Proposal is being submitted.

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

Proposed Rates	Year 1	Year 2	Year 3	Year 4
Case Rate				

Estimated Rates	Year 5	Year 6	Year 7	Year 8
Case Rate				

Rates for Years 5 - 8 will not be part of the initial contract. The agency is asking for bidders' estimated rates as a means of determining how bidders see costs for the out years. The out-year rates will be reviewed prior to implementation of contract extensions, if applicable.

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.

5.1 Cost Proposal

Cost proposals shall be submitted separately for each region for which the vendor is bidding. Each cost proposal shall be submitted in a separate envelope from the technical proposal. An electronic file must also be provided in Microsoft Excel (See embedded spreadsheet). The Cost Proposal Cover Sheet reflecting the name of the submitting organization, applicable region, and bid rates must be submitted with the proposal. The bid rates shall also be included in the 'Rates' tab of the embedded spreadsheet. All sections of the embedded spreadsheet shall be completed and submitted. Additional information that bidders deem as useful may be provided. Double click the icon below to open spreadsheet.



FP Fiscal
Spreadsheet

5.1.1 Assumptions to be used in the bid:

For purposes of estimating the rates, see payment sections 5.3 through 5.4

Each cost proposal must contain the following.

- 5.1.2 A. Audited financial statements with management letter for the previous two years.
- 5.1.2 B. Current unaudited financial statements.
- 5.1.3 Projected referrals and related costs (project annual referrals on the 'Rates' tab of the embedded spreadsheet). Please refer to the historical referral, allocation, and actual expenditure data in the Vendor Information File. Future allocation amounts are not expected to vary significantly from the historic allocations.
- 5.1.4 A pro forma budget for each of the first two (2) years of the contract (Complete 'Income Statement', 'Admin Salaries', 'Case Mgmt & Direct Services Sal', and 'Operating Expenses' tabs of embedded spreadsheet). Include an explanation of the organization's method of allocating indirect costs on the 'Indirect Costs' tab of the embedded spreadsheet. Also include an explanation for any changes in Years 3 and 4 proposed rates and Years 5 – 8 estimated rates on the 'Rates' tab of the embedded spreadsheet.

One-time startup costs that providers will experience for a limited time need to be separately identified on the pro forma income statements. The applicable categories and amounts are to be identified as well as the number of years the expenses will be incurred.
- 5.1.5 An explanation of the organization's resources to demonstrate the ability to ensure solvency for the period of the contracts. This shall include, but not be limited to, the following:
 - A. Cash balances – as supported by the organization's submitted balance sheet.
 - B. Other liquid assets - as supported by the organization's submitted balance sheet.
 - C. Line of credit – specify source and amount. Line of credit letters shall be provided prior to finalizing any awards.
 - D. Other sources of revenue that would be available, along with supporting documentation. These 'other sources' differ from what would be part of the routine 'Contributions' and 'Other – Specify' as requested on the Income Statement of the embedded spreadsheet. For this section, the objective is to ascertain what other revenue sources the organization has that could be used to prevent insolvency, in the case of financial losses experienced by the contract.

5.2 Payments

There is no advance funding for start-up costs. Payments will be made in accordance with the State of Kansas Prompt Payment Act.

5.2.1 Payment Structure:

For new referrals made on or after July 1, 2009, the contractor will receive a case rate for Family Preservation services to be paid as described below. No cases will be transferred from the previous contractors to the new contractors. The case rate is the total payment per family.

5.2.2 The payment schedule is as follows:

- A. One-third of the case rate will be paid upon referral.
- B. One-third of the case rate will be earned and payable on the 45th day after referral.
- C. The final one-third of the case rate will be earned and payable on the 90th day after referral.

5.2.3 The contractor is responsible for providing the necessary family preservation services for 12 months from the date of referral.

5.2.4 Payment Schedule Exceptions:

- A. No payment will be made when the referral for contract management responsibility is retracted (i.e. referral is withdrawn by SRS).

- B. Engagement is established when the case plan is signed by the family. In some circumstances, families referred by SRS to the contractor will not become engaged in family preservation services. In these cases, the second and third payments will not be made.
- C. For cases in which one or more children in the family being served are removed from the home for Foster Care/Reintegration services within 12 months of referral to family preservation services, payments for family preservation services will be made with the following limitations. If a child or children are removed from the home on or prior to the 45th day after referral, the second and third payments will not be made. If the removal occurs after the 45th day, but on or prior to the 90th day, the third payment will not be made.

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."

Appendix #1

State's Technical Environment

PC, Server, and Network Requirements for Contractor's of SRS
March 5, 2007

This document is intended to aide potential contractors in their bidding process by making them aware of the Social Rehabilitation Services (SRS) hardware and software standards. Services provided by contractors must meet the standards listed within this document that apply to the services that they provide. These standards shall include, but are not limited to, desktops (PC), servers, telecommunications, and networking. Although standards and technologies will be outlined in this document, SRS reserves the right to change these standards or technologies at any time.

The vendor is responsible for all costs associated with connecting to the SRS/State systems and must remain compatible as the technologies or systems are updated. This includes, but is not limited to, contractor site setup and installation of contractor owned equipment or software. Costs may vary depending on location, type of equipment, personnel, and other factors particular to the contractor. The bidder (contractor) is solely responsible to make themselves fully aware of the costs associated of accessing and using the system(s).

The contractor must be familiar with network wiring (Cat 5e,6), firewalls (VPN tunneling/encryption), TCP/IP, Ethernet, LAN, and WAN specifications or must obtain these services from a subcontractor or partner. The State/SRS may provide and maintain (at cost to the contractor) all equipment and interoffice communication circuits to the edge of the contractor's network. All equipment from the contractor's router internal interface (contractor private side) is the contractor's responsibility. Dial-up modems or public Internet ISP connections may not be connected to a PC located on the State network.

1. PC, Server, and Network Hardware/Software (Contractor Responsibility):

A. PC Hardware/Software:

- 1) Desktop/Laptop (PC) hardware should, at minimum, follow the State **WSCA** Contract Number A63307 standard configurations.
<http://da.state.ks.us/purch/contracts/ContractData/07979.doc>
- 2) All software must adhere to section 1-C of this document.

B. Server Hardware/Software:

- 1) Server hardware must meet the industry best practices for the applications to be run efficiently on them.
- 2) All software must adhere to section 1-C of this document.

C. Operating System/Application Software:

- 1) All software should conform to the SRS agency standard and be verified before connecting to the SRS network.
 - Desktop software is covered under the SRS Policy 5476. A current revision of the software lists will be provided to the contractor.
 - Server software standards are provided by the Information Technology Services (ITS) division within SRS and will be provided to the contractor.

2. Security Patch and Application Release Management:

A. All hardware and software:

- 1) The vendor must maintain hardware compatibility and software release synchronization with SRS. All applications and operating systems must be current following the standards as related in section 1.C.
- 2) Service packs and security patches must be up to date. Coordination with SRS ITS division is required before patches and service packs are applied.

- 3) The vendor is responsible for all costs associated with maintaining compatible equipment and software.

3. Network Connectivity:

A. To and from the contractor:

- 1) SRS is connected to the State network (KANWIN) which is managed by the Division of Information Systems and Computing (DISC). Connections to and from SRS must established or coordinated with DISC.
- 2) Speed of circuit is dependent on number of users, but the SRS minimum connection speed is 384KB/Sec.
- 3) SRS/DISC will provide the router and arrange connections to and from the mainframe or SRS systems at the contractor's expense.
- 4) The supported protocol for communication is TCP/IP.
- 5) IP Addresses may be provided by SRS depending on services to be rendered.

4. Email/Data Communications:

A. To and from the contractor:

- 1) Communications between the contractor and SRS must be done so in a secure manner. These details must be approved and coordinated with SRS before any communication begins.
- 2) Communications from contractor to any non-SRS network site must be done so in a secure manner if client information is to be exchanged. These details must be approved and coordinated with SRS before any communication begins.

5. General Security:

A. Mainframe:

- 1) Top Secret access is required and arranged through the ITS security access unit at 785-296-4357.
- 2) Emulation will be TN3270.

B. Data Protection:

- 1) SRS ITS will work with the contractor to ensure data and communications between them are secure. SRS reserves the right to inspect and make recommendations in regards to the security of the contractor network connection to SRS, and will give all final approvals for the solutions.
- 2) Contractor may have a connection to the Internet for their own purposes, but network communication between the contractor's Internet traffic and SRS related traffic must be segregated by a firewall or other secure solution.
- 3) All security patches and Antivirus updates must be current and up to date on any equipment that comes in contact with data.

6. KANWIN (DISC) connections from a location served by SBC:

A. Costs:

- 1) The following charges are provided as an estimate of costs involved in providing WAN access via the Department of Administration. Please consult DISC PPM 2200.17 for the current rates and charges:

Speed/Node Count	SBC Monthly Rate	DISC Router Rate	Surcharge	Total Recurring Charges
384K				
1 to 6 Nodes	\$255.00	\$200.00	\$5.00	\$460.00
7 to 23 Nodes	\$255.00	\$450.00	\$11.25	\$716.25
More Than 23 Nodes	\$255.00	\$650.00	\$16.25	\$921.25

512K				
1 to 6 Nodes	\$284.00	\$200.00	\$5.00	\$489.00
7 to 23 Nodes	\$284.00	\$450.00	\$11.25	\$745.25
More Than 23 Nodes	\$284.00	\$650.00	\$16.25	\$950.25
768K				
1 to 6 Nodes	\$340.00	\$200.00	\$5.00	\$545.00
7 to 23 Nodes	\$340.00	\$450.00	\$11.25	\$801.25
More Than 23 Nodes	\$340.00	\$650.00	\$16.25	\$1,006.25
1.5M				
1 to 6 Nodes	\$460.00	\$200.00	\$5.00	\$665.00
7 to 23 Nodes	\$460.00	\$450.00	\$11.25	\$921.25
More Than 23 Nodes	\$460.00	\$650.00	\$16.25	\$1,126.25

Admin Surcharge Includes 2.5% of Router Rate

2) Order/configuration information or questions can be directed to:

Division of Information Systems and Computing (DISC)
Bureau of Customer Services
900 SW Jackson Rm 751
Topeka, KS 66612-1275
Voice 785-296-4999
Fax 785-296-6729

7. SRS Related policies:

SRS Information Technology Policy Board

Policy Memorandum 11.00

Effective Date: 07/19/2005

Revised Date: 01/01/2007

1.0 SUBJECT: Network and Telecommunications Security

4.0 PURPOSE: To establish SRS policy to protect the confidentiality, integrity and availability of SRS information assets transmitted over a communications network, using communications or network controls.

5.0 BACKGROUND This policy defines security controls necessary to protect SRS network assets and information. The scope of this policy includes network architecture, network security management, network technology, email security, third-party network connection security, telecommunications security and wireless security.

8.0 POLICY

8.1 Network and Telecommunications Security and Management

SRS Management will direct the development of processes, procedures, and standards, which support this policy with the purpose of protecting data from unauthorized alteration or destruction while being transmitted or controlled during transmission.

8.2 Network Security and Management Roles and Responsibilities

The responsibility for providing an adequate level of network and telecommunications security within the SRS network lies with the Information Technology Services (ITS) Infrastructure Management Units and the Information Security Manager.

The following key roles and responsibilities have been identified for this policy:

- **Information Security Manager** – provides security oversight and guidance to SRS entities and is responsible for security policy compliance.
- **ITS Infrastructure Manager** – is responsible for maintaining network operations and ensuring an adequate level of security is provided.
- **Network Security Administrators** – are responsible for ensuring network operations are conducted in a secure manner.
- **Facilities Managers** – are responsible for maintaining the physical security of the network infrastructure and its associated operating environment.

8.3 Network Security and Management Process

Policy implementation shall comply with security regulations, standards and security best practices where appropriate. The following paragraphs specify the network security requirements.

8.3.1 Network Architecture – SRS ITS shall design, implement, document, and maintain a network architecture that contains an appropriate level of administrative and technical security

controls. A layered architecture design shall be implemented as a defense to isolate attacks and reduce the overall damage to the network environment.

8.3.1.1 Network Addressing - All network names and addresses shall be managed and approved by ITS. Internal network addresses shall be considered sensitive data and not be distributed to unauthorized personnel.

8.3.1.2 Network Services and Protocols - Only ITS approved network services and protocols will be implemented. All non-authorized protocols and services will be removed and/or disabled.

8.3.1.3 Network Perimeter - A clearly defined boundary shall be established to control traffic between SRS information resources and external entities. All inbound and outbound network traffic shall pass through appropriate access control devices, such as firewalls, prior to reaching SRS information resources. Traffic shall be limited to approved protocols and services and controlled using both ingress and egress filtering as supported by the device.

8.3.1.4 Network Availability and Redundancy – Where possible, the SRS network design shall provide adequate redundancies to reduce the likelihood of a single point of failure.

8.3.1.5 Network Integrity - ITS shall establish a system of controls to safeguard the data traffic and ensure transmission integrity throughout the system.

8.3.2 Network Security Management – All SRS networks shall be designed and implemented with a focus on network security that provides for network configuration management and implementation standards, continuity of operations, and provides an audit capability of traffic that flows through control devices on the network.

8.3.2.1 Network Incidents – Active network event monitoring and correlation shall be regularly performed to determine existence of a network incident. All network incidents shall be reported immediately upon determination using an SRS approved incident response process.

8.3.2.2 Physical Security – All SRS locations shall protect all network equipment from unauthorized physical access, and provide an acceptable operating environment for network connectivity equipment.

8.3.3 Network Technology - SRS shall implement and properly configure network security technology to protect sensitive information flowing across the network.

8.3.3.1 Network Devices – ITS shall be responsible for ensuring the proper implementation and configuration of all network devices such as routers, hubs, switches, and encryption devices deployed on the SRS network.

8.3.3.2 Network Servers - SRS servers shall be protected commensurate with the level of sensitivity and criticality of the information and function that they perform. This may require the implementation of network control devices to segment or protect the network where servers reside.

8.3.3.3 Network Firewall – ITS shall be responsible for configuring, maintaining, and monitoring all SRS firewalls. Only ITS approved traffic and services shall be permitted through SRS firewalls.

8.3.3.4 Virtual Private Network (VPN) - SRS shall provide VPN solutions designed to provide authentication, authorization, encryption, and accounting capabilities. All SRS VPN solutions shall utilize approved software and contain an end-to-end security strategy.

8.3.3.5 Intrusion Prevention Systems (IPSs) – SRS shall employ Intrusion Prevention Systems perimeter devices to detect and prevent the intrusion of unauthorized persons into the SRS network.

8.3.3.6 Content or Stream Filtering - The SRS network shall provide content and/or stream filtering to reduce the risk of damage occurring from malicious email attachments, downloading or activation of malicious code from the Internet, or purposeful attacks against application vulnerabilities.

8.3.4 Message Security - Electronic mail is critical to performing SRS operations and delivering needed services to its client and partners. Some business needs may also require the secure use of instant messaging for communication. File transfers of sensitive information also occur between SRS and other entities.

8.3.4.1 Device Protection - SRS shall implement security processes and solutions that protect:

- Message Servers or Devices – hosts or devices that deliver, forward and store mail, instant messaging, file transfers, or other network messaging in a secure, authorized and controlled manner.
- Messaging clients – software that allows users to read, compose, send and store email messages, instant messages, or types of user communication tools.

8.3.4.2 Encryption - SRS Sensitive information transmitted over an external network, including the Internet, using email, instant messaging, or other protocols or applications must be securely encrypted when appropriate, or in accordance with management guidelines based on periodic assessment and management of the security risk for exposure of the information.

8.3.5 Third Party Network Connection Security - All third-party connections shall be evaluated by considering access, administration, confidentiality, and monitoring requirements. Network services provided over third-party connections shall be limited to those services necessary to perform the functions required. Third-party access shall be limited to those services and/or devices that are needed to perform the required business function.

8.3.6 Telecommunications Security - All SRS telecommunications lines shall be secured in a manner that ensures availability and prevents tampering. SRS locations shall provide the following:

8.3.6.1 Intrusion Detection – SRS shall implement a method to detect intrusion activity on its telecommunications lines depending on the risks associated with certain situations or technology.

8.3.6.2 Line security – All SRS telecommunication lines shall be secured in a manner that ensures availability and prevents tampering.

8.3.6.3 Telecommunication Equipment Security – All SRS telecommunication equipment, terminal boxes, and access points shall reside in secure, controlled areas with access to authorized personnel only.

8.3.6.4 Records - SRS shall maintain current configuration records on all telephone systems, including outside and inside wiring, cabling, telephone and wiring closets, and equipment.

8.3.7 Wireless Security - SRS shall implement approved wireless solutions designed to protect the confidentiality of information when using wireless networks and devices.

8.3.7.1 Transmission Security - Transmission of information between a wireless access point and a wireless device must be encrypted and configured according to the SRS wireless implementation approved standards.

8.3.7.2 Implementation All implementations of wireless access points will be approved by management, reviewed by the Information Security Manager, and implemented in cooperation with the ITS Infrastructure Management Unit.

SRS
Office of
Information
Technology
Services

ITS Policy
Memorandum
5476.00

Effective Date: 05/01/2005

Revised Date: 01/01/2007

- 1.0 SUBJECT:** Standard and Non-Standard Personal Computer System Software
- 2.0 DISTRIBUTION:** Social & Rehabilitation Services Employees and Contractors located in SRS facilities
- 3.0 FROM:** Chief Information Officer
- 4.0 PURPOSE:** The purpose of this document is to define a list of standard and non-standard personal computer system software and the process for maintaining a list that will be approved for use by Social and Rehabilitation Services Employees and Contractors located in SRS Facilities.
- 5.0 BACKGROUND:**
- SRS's computing environment has grown in technical complexity. In addition, higher standards have evolved for reliability, security and virus protection. A standard workstation configuration is a key element in the strategy to provide increased reliability and security. Standardized workstations reduce the department's liability by controlling the installation of unauthorized software.
- Liability for data loss is reduced by insuring that all applicable vendor service packs, security patches, and critical update patches are applied prior to placing the workstation on the department's network.
- Controlling and monitoring the initial and on-going software installations reduce agency liability for unlicensed or unauthorized software.
- Deploying a standardized enterprise wide virus screening solution reduces the department's liability for propagating worms and viruses to other organizations.
- Standardized Desktop PC configurations allow for use of desktop management software for prepackaging and automatic

installations of software. An additional benefit of managed software is the ability to repair or replace software should they become corrupted or accidentally deleted.

Additional advantages of standardized workstations include:

- * Reduced administrative burden in managing systems
- * Reduced cross version file corruption and incompatibility issues
- * Reduced vulnerability to internal and external hacking attempts
- * Reduced interruptions of business processes for installation of updates and maintenance

6.0 DEFINITIONS:

Standard Software: Software applications and operating systems that are routinely installed by SRS IT staff on the majority of personal computer systems that enable SRS staff to perform their normal job duties.

Non-Standard Software Approved: Software applications and operating systems that are installed by SRS IT staff on personal computer systems that may be necessary for specialized situations that are required for SRS staff to perform their job duties.

Personal Computer Technology Advisory Group (PTA):
The PTA Group is a standing group that will be chaired by the ITS Director of Technology Services and will be responsible for determining and maintaining a list of Standard and Non-Standard approved software for SRS. The PTA Group will at least consist of, but is not limited to, two IT staff from Regional Office, two IT staff from Central Office (not including ITS), one IT staff from ITS Server Group, one IT staff from ITS PC Support, one IT staff from State Hospital, one IT staff from ITS Security, one staff member from Organizational Development.

7.0 RELATED ITEMS:

Vendor's/Contractor's PC Checklist - Policy 7
Hardening Windows Personal Computer Configurations for security - Policy 4
Use of Computer Equipment, Fax Machines, and Telephones - HR Policy 2.5
PC Anti-Virus Protection -Standard 400

8.0 STANDARD:

All software installed on SRS equipment must be installed by SRS IT Staff. Software installed by non-IT staff will be removed and the appropriate authorities will be notified.

The PTA Group will meet on a regular basis to maintain the acceptable Standard and Non-Standard software list for SRS.

8.1 SOFTWARE STANDARD:

Standard software and information can be viewed at:
[software_versions.html](#)

- 8.2 NON-STANDARD APPROVED** approved software can be found at [nonstandard.html](#) . A listing of technical support **SOFTWARE:** software can be found at [irs.html](#)
- 8.4 BLACKLISTED SOFTWARE:** blacklisted and the Any software found installed on a personal computer system that has not been approved is considered and will be removed by IT staff immediately appropriate authorities will be notified.
- 8.4 REQUESTS FOR SOFTWARE:** and Group for added to be found at For approval of software not currently on the lists, local technical staff in your location should prepare submit requests to the PC Technical Advisory review. Newly approved software will be appropriate list. The request form can [request.html](#).
- 9.0 CANCELLATION:** None
- 10.0 CONTACT PERSON:** Director of Technology Services