



DEPARTMENT OF SOCIAL
AND REHABILITATION SERVICES

Don Jordan, Secretary

Joint Committee on Children's Issues

November 30, 2009

Child Welfare Contracts

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Chairman Kiegerl and members of the Committee, I am Don Jordan, Secretary of SRS. I thank you for the opportunity to respond to your questions. In an effort to be precise and comprehensive, you have each been provided with a packet of information. Each section responds to a question or questions the agency received from Kansas Legislative Research Department as set out in the table below. I will review the questions and responses in lieu of testimony. The questions have been ordered and grouped somewhat differently than originally received. Italics are used to distinguish language required by the Department of Administration for all state contracts.

Requested Information	Section	Page
The selection process for FC and FP contracts. Please discuss the RFP, vendor qualifications, how the contractors are selected, what qualifications are specified, the expected tasks to be performed, the contracts themselves, what kind of communications are allowed and prohibited during the selection process, and who makes the final awards decision.	Section 1	3
Please provide the history of the process since privatization; <i>i.e.</i> , how it has changed over time – including information on the recent rebid.	Section 2	48
Response to Legislative Post Audit #08PA04. Staff from Legislative Post Audit are asked to present on the audit entitled “Foster Care: Reviewing Selected Issues Related to State Contracts for Foster Care and Family Preservation Services” (#08PA04). Please respond to this report.	Section 3	54
The annual expenditures from 2004 through 2009. Please include spending by region, by contract type and total. Please also include the cost per case and outcomes, both by contract and in the aggregate. Compensation incentives of contractors, if any. For example, are there extra payments for adoptions or placements, or, if the contract does not address this, is there anything in the contract that would preclude such incentives?	Section 4	56
For performance measures, please include the baseline, what the stated goals are, and what the contractor(s) achieved.	Section 5	64
Quality control, measurements of contractor performance, who at SRS is responsible for oversight and control of vendor compliance with contractual obligation. Include any and all cost/benefit related information SRS maintains on the contracts, <i>i.e.</i> , whether objectives delineated in the contract have been met and at what cost (either per case or per intervention). Identify who is responsible at the agency to investigate and follow up on complaints. Explain what the complaint procedure is: who receives the complaints? Is someone specific assigned to investigate? Is there a hearing?	Section 6	77
Policy guidelines and procedures for removal of children from parents and foster parents. What are the time requirements to document emergency removals?	Section 7	79
Does SRS review the contractors’ financial statements to assure that state unemployment taxes, Workers’ Compensation and state taxes are paid and that caseworkers carry professional malpractice insurance with the State of Kansas named as an additional insured?	Section 8	84



Section 1 -Selection process for FC and FP contracts.

Please discuss the RFP, vendor qualifications, how the contractors are selected, what qualifications are specified, the expected tasks to be performed, the contracts themselves, what kind of communications are allowed and prohibited during the selection process, and who makes the final awards decision.

General Contract Process

Contract procurement for child welfare Family Preservation Services and Foster Care programs within SRS is governed by Department of Administration Division of Purchases promulgated rules regarding bid solicitation, negotiation and award. The contract is a negotiated procurement pursuant to KSA75-37, 102. The contract includes the following documents in order of precedence:

- a. Form DA-146a;
- b. Written modifications to the executed contract;
- c. Written contract signed by the parties;
- d. The RFP including any and all addenda; and,
- e. Contractor's written proposal submitted in response to the RFP as finalized

Communications Protocols

Regarding communication allowed and prohibited during the selection process, all inquiries, written or verbal, shall be directed only to the Procurement Officer. There shall be no communication with any other State employee regarding the Request for Proposal (RFP) except with designated state participants in attendance only during : Negotiations, Contract Signing or as otherwise specified in RFP. Violations of this provision by vendor or state agency personnel may result in the rejection of the proposal. Communications between the Procurement Officer and SRS were managed centrally by a designated employee contact in SRS operations division.

SRS implemented an internal protocol to manage communications for discussions between the Cost Proposal Review Team and Technical Proposal Review Teams during the child welfare RFP bid reviews. The RFP requires bidders submit separate proposals for technical and cost information. During the bid review process, SRS must ensure discussions and evaluations of the responses to the RFP remain confidential and interaction among the teams is kept to a minimum. This separation ensures a fair and objective review occurs by each team apart from that done by the other teams in other areas.

There is a need for information to flow between the Technical Proposal Review Teams and the Cost Proposal Review Team during the review process to better assess the costs proposed by the vendors. These questions may involve understanding of proposed staffing levels or case management activities, for example, that would impact assessment of costs proposed by the vendor.

Recognizing the need to limit contacts between the Technical Proposal Review Teams and the Cost Proposal Review Team but also needing certain questions answered, Children and Family Services, Operations' Procurement Services and the Office of Audit and Consulting Services proposed and adopted the following:

- Questions initiated by the Cost Proposal Review Team shall be in writing and will be submitted to the Quality Assurance Lead before submission to the Technical Proposal Review Teams.
- The Quality Assurance Lead will review each question in consultation with the Senior Manager for Procurement Services and determine whether it is appropriate for it to be forwarded to the Technical Review Teams. If the question needs to be changed to ensure confidentiality and can be changed that will be done before submission to the team.
- The Technical Proposal Review Team will respond in writing to the question and will return the response to the Quality Assurance Lead.
- The Quality Assurance Lead will follow the same process as in the second bullet before giving the answer back to the Cost Proposal Review Team.
- The Quality Assurance Lead will maintain a master list of questions asked and answered for documentation to support this process.

RFP Selection Process

Review of proposals by the agency and selection process for the family preservation and foster care contracts proceeds through a series of activities led by a Procurement Officer assigned from the Department of Administration Division of Purchases. Prior to RFP announcement, a Procurement Negotiating Committee (PNC) is created consisting of the following entities (or their designees), who will conduct final evaluation and award: Secretary of the Department of Administration Director of Purchases (Lee Harmon), Department of Administration (Elizabeth Phelps); and Secretary of the Departmental Social and Rehabilitation Services (Tanya Keys).

Throughout the child welfare RFP process, SRS maintained a monthly review by the Director of Children and Family Services, Deputy Secretaries and the Secretary of SRS for purposes of timeline management and accountability to required processes and action steps.

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.

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.

The Contractor certifies to the Department of Administration compliance with all state and federal immigration laws. 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.

Additionally the Contractor certifies to the Department of Administration 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.

Timeline of major milestones or activities in the contract procurement process:

June 30, 2008:

Through the Department of Administration a Request For Proposal (RFP) is posted for SRS (RFP # 11483, Family Preservation Services and RFP # 11834, Foster Care). The RFP sets out the requirements to be met by a successful bidder and includes the rules to be followed during the bidding and award process. The RFP identifies the procurement officer and contact information of the procurement officer. All questions, answers and communications between the agency and bidders are coordinated by the procurement officer to assure a level playing field for all bidders. The RFP requires technical proposals and cost proposals be submitted separately to the Department of Administration (DoA).

June 30 to July 18, 2008:

Bidders may submit questions and requests for clarification through the Procurement Officer . The questions with answers are then made available to the public by the DoA. The questions and answer become addenda to the RFP and are incorporated into the final contract. It is the vendor/bidder's responsibility to monitor the DoA website regularly for any changes, additions or corrections. The DoA maintains a vendor file containing information (program detail and data) which may be helpful in preparing a proposal in response to the RFP.



August 26, 2008:

Proposal closing date for bid submission of technical and cost proposals. All cost proposals are submitted in a sealed envelope or container separate from the technical proposal. The outside is identified clearly as "Cost Proposal" or "Technical Proposal" with the RFP number and closing date.

August 27 to September 1, 2008:

Technical Proposals are provided to review team members and cost proposals to cost team members. Proposals are reviewed separately by different teams composed of individuals with subject matter expertise. Each team is supported by a SRS Children and Family Services staff person as scribe and logistics planner. Members of each team are approved by the Procurement Negotiating Committee:

SRS Children and Family Services RFP Team Composition

Planner and SRS Procurement Liaison: Beth Evans

<i>Region</i>	<i>Role</i>	<i>Family Preservation</i>	<i>Foster Care</i>	<i>Cost Proposals</i>
CFS CO	Lead	Jane Meschberger	Brian Dempsey	Dan Lewien
CFS	Scribe / Recorder	Suzi Green	Mary Cole	Dave Beukelman
JJA	Reviewer	None	None	Keith Bradshaw
ISD	<i>Reviewer</i>	None	Peg Spencer, RS	Phil Anderson
SRS MH	Reviewer	Stacy Chamberlain	Krista Morris	<i>None from SRS Regional offices or other SRS Divisions</i>
SRS CSS	Reviewer	<i>None</i>	Frank Stahl	
CFS PI	Reviewer	Kit Pittier	Deanne Dinkel	
KC Metro	Reviewer	Chrisy Khatib	Jennifer Thomas	
NER	Reviewer	Angie Suther	Ruth Santner	
SCR	Reviewer	Diane Carver	Tammy Liles-Robinson	
SER	Reviewer	Joan Newman	Brenda Blackard	
West	Reviewer	Stacey Tweedy	Denise Voss	
Wichita	Reviewer	Gloria Markuly	Karen Wahlmeier	

<u>Accounting Services</u>	<u>Procurement Services</u>	<u>Support Services</u>
Barbara Walder Hittle	Jerry Clements	John Moyer
Sr. Manager	Sr. Manager	Sr. Manager
Ph. 368-6465, Fax 296-1158	Ph. 296-3248, Fax 296-4676	Ph. 296-2183, Fax 296-4676

TO: Beth Evans **DATE:** August 27, 2008
FROM: Jerry Clements **SUBJECT:** Reintegration, Foster Care, Adoption
RFP#11484 Technical & Cost Proposals

CONFIDENTIAL

Accompanied are copies of 13 technical and cost proposals received for the referenced RFP. Cost proposals are being provided at this time with the understanding that a communications firewall exists between the technical and cost proposal review teams.

During the review, award and possible negotiations process, under no circumstances should any item or information be disclosed to anyone other than those specifically involved in the procurement.

After review of the proposals, please prepare a evaluation summaries of each bidder:

- Prepare the technical evaluation summary in narrative format of each vendor, stating their strengths, weaknesses, pros and cons. Typical evaluation elements of service oriented proposals include:
 - Methodology
 - Level of effort
 - Qualifications of staff
 - Timeline to implement
- The evaluation summary should state the team’s professional analysis of each proposal and document issues, concerns and questions to be considered during negotiations. Examples may include incorrect assumptions, errors and omissions.
- A separate cost review summary is required. It should provide a ranking based on fiscal information submitted by each bidder.
- A final ranking of combined technical and cost information will determine which vendors to invite to negotiations. This report will justify vendor selection, should uninvited bidders submit inquires.

Feel free to contact me at 296-3248 or by e-mail at jerry.clements@srs.ks.gov if you have questions.

September 29 to October 24, 2008:



Review teams meet for evaluation of respective technical or cost proposals. If teams have questions of bidders, those questions are prepared and sent to the DoA Procurement Officer as conduit to bidders. The Procurement Officer receives answers from bidders and forwards answers to SRS. Evaluative Summaries are prepared for the PNC.

October 31, to November 7, 2008:

Negotiations occurred between bidders, PNC members, and Deputy Directors of Children and Family Services.

November 25, 2008: Award Decision:

PNC sends recommendations for contract awards to SRS Operations Division for transmittal to the DoA Procurement Officer. A Procurement Negotiating Committee, convened pursuant to K.S.A. 75-37,102, conducts extensive negotiations and determines which proposal and bidder will best serve the interests of the state.

December 3, 2008:

Notices of Intent to Award are sent to vendors by the DoA Procurement Officer and all bidders are notified.

December 3 to 25, 2008:

Contract documents are executed by SRS and successful vendors.

July 1, 2009:

Contract term begins. The terms of the contract are July 1, 2009 through June 30, 2013 with the option of two (2) additional two (2) year renewal periods.

Vendor Qualifications

Vendor Qualifications are set out in the Request for Proposals at Sections 2 and 3. Primary qualifications are that the vendor must be licensed to do business in Kansas; be accredited with Council on Accreditation, The Joint Commission (TJC) or Council of Accreditation of Rehabilitation Facilities (CARF); and have a minimum of three (3) years continuous active participation in the applicable industry of child welfare social services providing services comparable in size and complexity to those specified in the proposal.

There are no substantive differences in vendor qualifications except those linked directly to the difference in the services required by each contract. Detailed information is set forth below for each contract beginning with Family Preservation.



Family Preservation (RFP # 11483) Contract Requirements :

1. 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/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.

2. Vendor Qualifications:

- A. The vendor must be licensed to do business in the state of Kansas.
- B. The vendor must be accredited. 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.

3. **Timeline for Implementing Services:** A timeline for implementing services must be submitted with the bid.
4. **Methodology:** Bidders shall submit with the bid, a detailed explanation of the methodology for providing services described in Section 4.
5. **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.
6. **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.
7. **Insurance:** The bidder shall include a statement that they have or will obtain the insurance listed in 3.14.
8. **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.

9. 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 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.

10. 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.

11. **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.
12. **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. 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.

Foster Care/Reintegration/Adoption (RFP #11484) Contract Requirements:

1. **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;
 - f. financial statement may be required.

2. **Vendor Qualifications:**
 - A. The vendor must be licensed to do business in the State of Kansas.
 - B. The vendor must be accredited. Contractors 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 RFP. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request. The vendor shall discuss how the organizational structure will facilitate the delivery of services.
 - D. The technical proposal shall include resumes of personnel assigned to the project stating their education and work experience. The proposal shall include other job

descriptions for those filling professional, management, and paraprofessional positions.

E. For services covered by Medicaid, the contractor as a medical provider, will be required to participate in the Kansas Medical Assistance Program (KMAP) and to comply with applicable requirements for participation as set forth in federal and state statutes and regulations, and Program policies, within the authorities of such statutes and regulations, of the Kansas Department of Social and Rehabilitation Services, 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.

3. **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 capability to comply with conditions and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed.
4. **Insurance:** The bidder shall include a statement that they have or will obtain the insurance listed in Section 3.14.
5. **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 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 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 (i.e Social Worker; Marriage and Family Therapist; Psychologist; Professional Counselor and/or Alcohol and Drug Counselor).
- C. All supervisors shall have a Bachelors Degree in the human service field, and have at least three years experience or additional education 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 Boards educational and experience requirements;
- F. Staff assigned to recruit foster families shall know the demographics of the children needing both foster and adoptive care in the State of Kansas and have knowledge of requirements (regulatory and state-required) to become a foster/adoptive resource.

6. 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.

7. 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
- F. General Liability for Foster Parents

Contract award may be contingent upon proof of insurance.

8. 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.

9. 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.

10. 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 shall submit quarterly fiscal reports in Microsoft Excel. The reports shall include the following:

- A. Annual budget for the contract for the current year.
- B. Current balance sheet. If the contractor is part of a subsidiary, the contractor shall submit the balance sheet for that subsidiary. If the contractor is a division, the contractor shall submit the balance sheet for the parent company.
- C. YTD income statement for the contract operations only. The Income Statements shall include the same expense categories as the pro forma Income Statements submitted as part of the original proposal.
- D. These fiscal reports shall be submitted on the following schedule:
 - July 1 through September 30 is due no later than the following November 30.
 - October 1 through December 31 is due no later than the following February 28.
 - January 1 through March 31 is due no later than the following May 31.
 - April 1 through June 30 is due no later than the following August 31.

If the contractor fails to meet the deadlines defined above, SRS may withhold ten percent of future monthly base payments. Withholding will cease and withheld funds will be paid when receipt of financial statements is current. 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 ten percent of future monthly base 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. Contractors shall report all services provided under their contract through the submission of encounter data. See Vendor Information File for details. Encounters are used to claim federal funds. Therefore, it is imperative that encounters are reported timely and accurately with supporting documentation available for audit purposes.

SRS will measure the following standards of compliance to determine whether contractors are making adequate efforts:

- A. At the end of each month, 98% of encounters submitted within last 2 years are marked as "accepted" in SCRIPTS.
- B. At the end of each month, 100% of placement encounters for the previous month will be receipted into SCRIPTS as either accepted or rejected.
- C. At the end of each month, 100% of clients open on the last day of the previous month will have a Worker/Child Visit Encounter submitted.

If a contractor fails to meet these criteria for any two consecutive quarters, SRS may withhold ten percent of future monthly base 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 completeness of the federal claim for Title IV-E funds. It is SRS's intent to work with contractors to resolve issues and to ensure that all contractors successfully meet these encounter obligations.

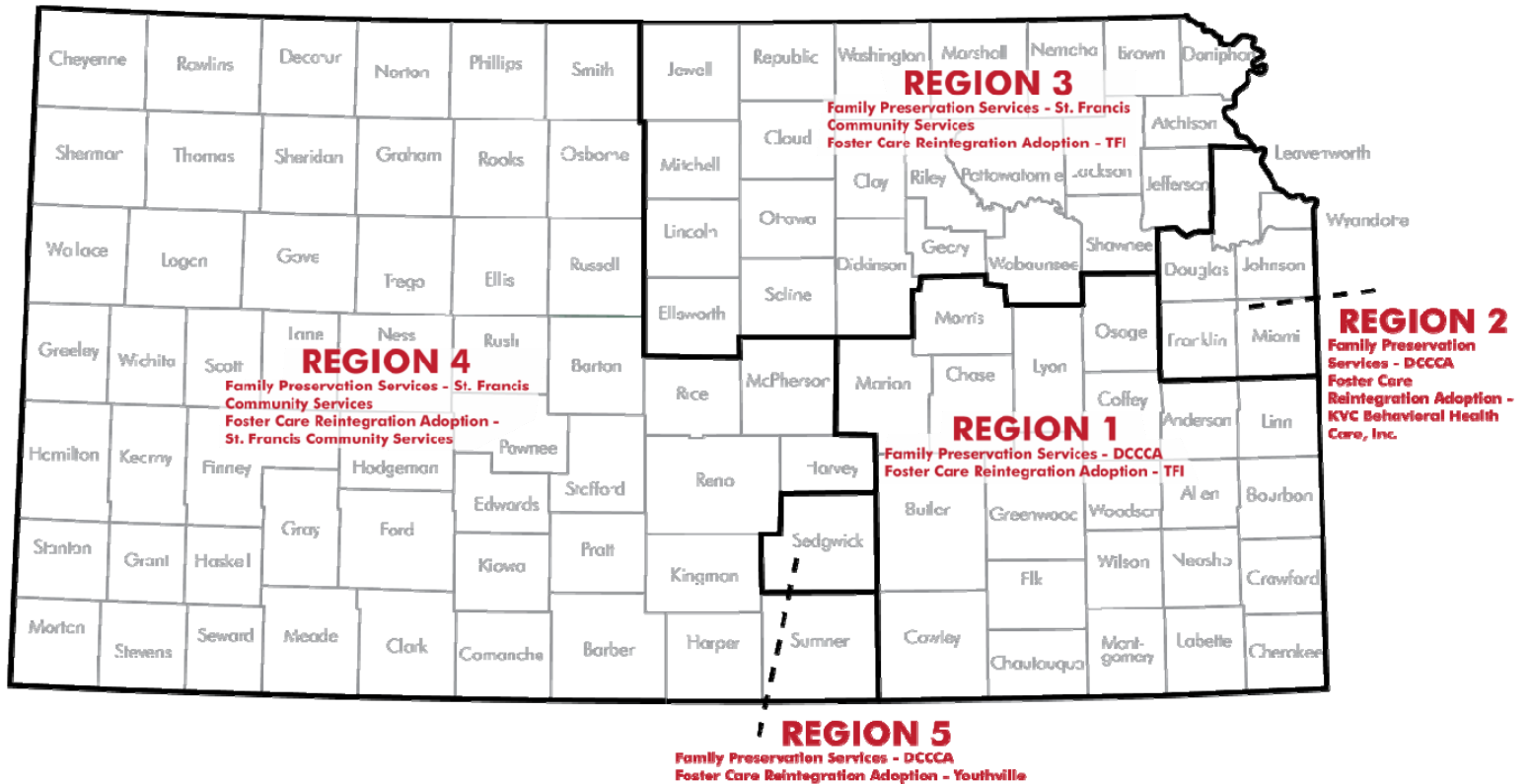


11. **State's Technical Environment:** The successful bidder shall be required to use the State's Computer Systems FACTS, KIDS, and eSCRIPTS. The vendor is responsible for all costs associated with connecting to and remaining compatible with the State system including but not limited to vendor site setup 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 RFP Appendix #1.

KANSAS

DEPARTMENT OF SOCIAL
AND REHABILITATION SERVICES

Kansas Child Welfare Contract Regions



SFY 2010 Contract Award Information

Contract Region	Family Preservation Services	Foster Care Reintegration Adoption
Region 1	DCCCA, Inc.	TFI Family Services, Inc.
Region 2	DCCCA, Inc.	KVC Behavioral Health Care, Inc.
Region 3	St. Francis Community Services	TFI Family Services, Inc.
Region 4	St. Francis Community Services	St. Francis Community Services
Region 5	DCCCA, Inc.	Youthville

Expected Tasks

Expected tasks of contractors to be performed are from section four (4) of each RFP and set out below beginning with Family Preservation. The tasks for reintegration/foster care and adoption begin on page 29.

A. Family Preservation (11483)

Family Preservation is intended to maintain children safely in their own homes with a parent or parents. It is an intensive in-home services for to address issues the family identifies together with the Provider. Services are designed to assist pregnant women and families to overcome problems which may, if not effectively resolved, lead to placement of the newborn or child(ren) into out-of-home care.

Scope: Service implementation is an evidence based practice model for family preservation program in designated geographic regions in Kansas. This program provides 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. 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.

Family Preservation Population Served

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.

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.

Services to be Provided—Contract and Program 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.

Program requirements.

The following are minimum program requirements. 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.

Expected Tasks Continued

Expected tasks of contractors to be performed are from section four (4) of each RFP. Following are the tasks for reintegration/foster care and adoption.

B. Foster Care/Reintegration/adoption (11484)

Foster care services are provided to children and families when the court has ordered the child removed from the custody of the parents. Children removed from the custody of their parents by the court may have been abused or neglected and have significant developmental, physical, and emotional needs, which require an array of services and care options. However, some children who are not abused or neglected may be removed by the court for reasons such as out-of-control behavior, truancy, overwhelmed parents, and running away from home. Needs can range from placement with a relative to inpatient psychiatric care. Family foster homes are the most frequently used placement resources, but some children require more structured settings, such as group home or a residential center. The contractor is responsible for providing all services except education and medical care. These services include case planning, placement, life skills and foster parent recruitment and training. The contractor is responsible to facilitate and monitor to assure appropriate education and medical services. SRS social workers are responsible for monitoring the safety of the children and monitoring the progress made toward permanency.

Scope:

A. Service Description:

SRS seeks to continue the quality of the Child Welfare service system, provide for safety and stability in placement, and achieve timely permanencies for children. The Reintegration/Foster Care/Adoption Contractor works with families who have children in the custody of the Secretary and who are placed outside of the home. The contractor provides placement services for the child and case management services to the child and family while the child is in out-of-home placement through a 12-month aftercare period. The Contractor assists the family with reintegration of the child(ren) into their home. When children are not

able to return home, the Contractor is responsible for achieving an alternative permanency for the child. The child may have an identified family such as the resource family, relative, or kin who is willing to become their legal family, either through adoption or permanent custodianship. In these instances the Contractor is expected to work with the child and family to achieve permanency and provide the pre-placement, and post-placement services.

When the child has no identified family resource, the Contractor shall conduct a child specific recruitment effort and register the child on the adoption exchange to maximize the child's opportunity for permanency. In these instances, The Adoption Exchange is accessed to seek possible matches for children who need adoptive resources. The Adoption Exchange is the website that lists all children who are available for adoption and do not have an identified family to adopt them.

The Contractor engages Other Planned Permanent Living Arrangements for youth for whom another permanency is not currently available, and the contractor provides services to help the youth attain skills to successfully achieve self-sufficiency.

B. Service Delivery consistent with family centered practice principles. Family Centered Practices include:

- (1) Engaging families in service design
- (2) Treating families with respect
- (3) Respecting families' privacy
- (4) Involving immediate, extended, and kin family members as active partners in case planning
- (5) Providing services in the most family-like setting possible
- (6) Linking families to community-based, diverse, and comprehensive supports and services
- (7) Strengthening the capacity of families to function independently.

C. Relationships with child welfare community partners:

- (1) Develop working local partnership plans with community organizations such as community mental health centers (CMHCs), community developmental disability organizations (CDDOs), and substance abuse treatment providers.
- (2) Collaborate with the community stakeholders, including courts and other contractors, to reflect professional relationships.
- (3) Participate in community systems of care development and have working partnerships with the local Juvenile Corrections Advisory Boards, education, courts, CASA, Head Start,



Early Head Start, other local child-placing agencies (CPAs), Juvenile Justice Authority, Juvenile Intake and Assessment Centers, domestic violence service providers, and advocacy groups.

D. Bridging Between Contractors:

(1) If the Family Preservation Provider has an open case at the time of the referral to the Reintegration/Foster Care/Adoption Provider, the case manager from the Family Preservation Provider shall be invited to attend the initial team meeting with the family.

(2) Necessary information shall be shared with the Adoption Exchange contractor, to assure that children who do not have an identified adoptive resource have the best possible chance to achieve permanency.

E. Constituency Services:

The contractor shall maintain a system for responding timely to consumer complaints and shall inform SRS as to the resolution of these complaints. Response to SRS is required within five (5) working days from the complaint date. 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. Recruitment and Retention of Foster Families:

(1) Expectations of the Contractor's Recruitment and Retention Process:

- (a) Assist in further development of the Statewide Recruitment Plan.
- (b) Refrain from recruiting existing homes sponsored by other CPA's.
- (c) Individualize recruitment for the population of children in care.
- (d) Complete PS-MAPP or Deciding Together (DT) prior to receiving a placement, unless it is a relative placement. Deciding Together may be substituted when it is not possible for foster parents to attend the group sessions.
- (e) Assure foster families receive additional training as necessary to meet the needs of children who may be or are placed in their home.
- (f) Complete a Comprehensive Foster Family Assessment and maintain annual updates.
- (g) Participate in, encourage, and support the implementation and maintenance of a statewide foster parent association.
- (h) Participate in the Adopt US Kids Campaign.
- (i) Register prospective adoptive families without an identified child on the Statewide Adoption Exchange.



(2) Expectations for Child Placement and Sharing of Foster Homes Between Contractors

(a) Contractors are expected to share homes.

(b) Affiliate agreements shall be negotiated with other CPA's if a contractor anticipates using their foster families for placements.

(c) Contractors will have access to KDHE's (CLARIS) database of existing licensed and approved family foster homes and facilities.

(3) Expectations Regarding the Work of Foster families:

Foster families shall work closely with the birth family as a mentor, support the reunification process through consistent and frequent visitation, and help the child foster relationships with their birth family.

Services to be Provided by the Contractor, Administrative Requirements:

A. Accept all referrals by SRS for those children who are placed in the custody of the Secretary of SRS for out-of-home placement.

B. Assign a program director to this contract who will serve as the liaison to SRS on all program and contractual matters.

C. Adhere to all policies, rules, administrative regulations, and statutes which are applicable to providing foster care/ out of home placement, and child welfare services for children and families under this contract, including:

(1) Kansas Statutes and Administrative Rules and Regulations governing child placing agencies, group boarding homes and residential centers, family foster homes, and daycare homes and centers. (KSA 65-501 through 65-531, KAR 28-4-800 through 28-4-835 and KAR 28-4-170 through 179).

(2) Kansas Code for Care of Children (KSA 38-2200 et. seq.).

(3) Kansas Juvenile Offenders Code (KSA 38-2300 et. seq.).

(4) Interstate Compact on the Placement of Children/Juveniles (ICPC/ICJ) (KSA 38-1201 et seq. and K.S.A. 38-101 et seq. or K.S.A. 38-1008 et seq.).

(5) Interstate Compact on Adoption and Medical Assistance (ICAMA).

(6) The Indian Child Welfare Act (ICWA) (25 USC 1901 et seq.).

(7) Title IV-E of the Social Security Act.



- (8) Multi-Ethnic Placement Act (MEPA) of 1994, as amended by the Interethnic Adoption Provisions of 1996 (IEPA).
- (9) Children and Family Services Review (CFSR) and Program Improvement Plan (CFSR PIP).
- (10) Children and Family Services Policy and Procedures Manual (PPM).
- (11) Eligibility and Payment Policy and Procedure Manual (EPM).
- (12) Handbook of Services .
- (13) National Standards for Treatment Foster Care.
- (14) Federal Independent Living Requirements (John H. Chafee Foster Care Independence Act).
- (15) The Americans with Disabilities Act (ADA).
- (16) Kansas Mental Health Reform Act KSA 39-1601.
- (17) Medicaid Provider Manuals and subsequent bulletins.
- (18) Federal Prohibition Against National Origin Discrimination including Limited English Proficiency (LEP).
- (19) The Contractor is required to ensure written information is available in the prevalent non-English languages in its particular service area.
- (20) Any other statutes, policies, and regulations SRS deems necessary to the performance of services herein.

D. Contract and Program Requirements for all Contractors include, but are not limited to:

- (1) Provide for the safety, permanency and well being of referred children.
- (2) Provide services that are culturally sensitive, responsive to cultural differences and special needs.
- (3) Respect the privacy of the child and family.
- (4) Maintain confidentiality as required by law (including HIPAA) and SRS policy.
- (5) Share Information with the family and other professionals, as needed, to meet the needs of the child.
- (6) Collaborate with the Family Preservation Provider when initiating services to a family who has a child removed during Family Preservation program involvement.
- (7) Maintain license as a Child Placing Agency.
- (8) Maintain caseload sizes consistent with accreditation.

- (9) Provide accessible staff to the child, family and SRS 24 hours per day and provide this contact information to the family and SRS.
- (10) Respond to family crisis situations after reintegration within one hour and document this response in the child's case file.
- (11) Report critical incidents verbally to SRS, per policy.
- (12) Maintain an annual photograph of the child in the case file.
- (13) Initiate a Lifebook at the time out-of-home placement begins and maintain the Lifebook throughout the child's out-of-home placement. A Lifebook is a scrapbook which contains pictures and other personal information that tells the child's life story.
- (14) Develop an individualized recruitment plan for children who have the goal of adoption and no identified resource for adoption.
- (15) Register the child's information on the Adoption Exchange through the Adoption Exchange Contractor for recruitment of an adoptive family, if there is no identified resource and the case plan goal is adoption.
- (16) Complete exit interviews with youth leaving the Secretary's custody, who have not achieved a permanency goal of adoption, permanent custodianship, or reunification.
- (17) Cooperate with collection and submission of data elements and surveys of youth receiving Independent Living Services, pursuant to federal requirements.
- (18) Maintain foster care records for 6 years (per HIPAA regulations) and the child is at least two years past the age of majority.
- (19) Release client records/progress reports to SRS within five (5) working days of request.
- (20) Maintain case file with historical and current assessment information, services provided, and the progress toward meeting goals and outcomes.
- (21) Organize the case file per policy.
- (22) Cooperate with Kansas Legal Services (KLS) in obtaining Supplemental Security Income (SSI) eligibility for children in the custody of the Secretary.
- (23) Cooperate with the Child Support Enforcement (CSE) in locating absent parent and determining parental payment obligation.
- (24) Consult with SRS about making a referral to Kansas Guardianship Program for appointment of a guardian/conservator, when youth are not likely to be mentally capable of governing their own financial or medical welfare as an adult.
- (25) Maintain contact with and submit all reports to the court pursuant to local court rules, and liaison with court, guardian ad litem and County/District Attorney.



- (26) Assure that all eligible children are referred for the appointment of an education advocate.
- (27) Work with the iGRAD program and obtain the necessary release of information forms and transcripts.
- (28) Enter or provide educational information on the EEIF and iGRAD systems.
- (29) Assure seamless transition for the child and family, when the court case is transferred from one jurisdiction to another.
- (30) Provide care for the dependent children of teen mothers in the Secretary's custody.
- (31) Provide aftercare services to the family for twelve (12) months following permanency of reunification, adoption, or custodianship, unless the case meets the definition for an exception as outlined in Section 4, Paragraph 4F(5)(c) of this Request.
- (32) Participate in SRS pre-service training for all direct care and administrative staff.
- (33) Participate in any mandated trainings and provide training required due to CFSR PIP, new policy or statutory changes, and/or CFS initiatives.
- (34) Assure family involvement at a policy-making level for the organization and hold at least one stakeholder feedback meeting per year to solicit input and feedback from families and youth concerning agency policy.
- (35) Participate in stakeholder, policy, program improvement, and other regional and statewide events to support and promote child welfare issues; for example, youth advisory councils, computer camps, and national foster care and adoption months.
- (36) Participate in Quality Assurance activities.
- (37) Submit quarterly management reports.
- (38) Maintain a public image that is cooperative towards the public/private partnership.



Program Requirements - The Contractor shall assure that the following services are provided and documented.

A. The Intake Process for Reintegration/Foster Care/Adoption

- (1) Maintain a central point for referrals.
- (2) Accept all children/youth referred by SRS.
- (3) Assume custodial responsibility for the child within four hours of SRS referral.
- (4) Transport the referred child to the placement: If it is not reasonable for the child to be transported by the contractor immediately (e.g., the child is in school and there is no reason to disrupt the school day), the Contractor shall work with SRS regarding coordination of transportation times for the child.
- (5) Send Acknowledgement of Referral to SRS within 48 hours of referral
- (6) Operate an effective intake model that assures:
 - (a) Collection of referral information from SRS.
 - (b) Contact with SRS at time of referral, if clarification is needed.
 - (c) Review of child and family information using the Kansas Initiatives for Decision Support (KIDS) system.
 - (d) Contact with SRS regarding child and family needs, and kin and community connections.
 - (e) Access to emergency care, if an emergency placement is required.

B. Child Placement Practices

- (1) Children and youth placed in the custody of the Secretary need placements outside their home that support and help facilitate timely permanency, connections to family and community, and stability in the least-restrictive environment. Siblings shall be placed together whenever possible. Children must be placed with relatives or in homes that are licensed or approved as meeting licensing standards.
 - (a) Relative Placements:

1) The availability and suitability of relative placement (maternal and paternal) shall be assessed and explored immediately upon referral and continually thereafter, until permanency is achieved and documented in the child's file. If a relative or kin placement is not selected, documentation of the reason shall be included in the child's file for each relative/kin explored.

2) All relatives shall, at a minimum, provide a safe home for the child; KBI and Child Abuse Registry clearances are required. Although encouraged, neither Deciding Together or PS-MAPP is required for relatives, unless they choose to become licensed as a foster parent.

3) Relative placements shall be reimbursed. Relatives providing foster care services shall be offered a choice in payment received for the care of the related child. Payments may be received through TAF (Temporary Assistance for Families), financial support from the contractor, or receipt of benefits (i.e. SSI, SSA) for which the child may be eligible. For those relatives requesting financial support from the Contractor, the Contractor shall encourage them to be approved as meeting licensing standards through KDHE. Placement of a child and payment to the relative provider shall not be contingent upon the relative becoming a licensed foster home. If relative placements refuse reimbursement, documentation of this refusal shall be in the child's file.

(b) Non-related Kin:

1) If children cannot be placed with relatives, they may be placed with a person with whom the child has close emotional ties. SRS and KDHE have established procedures to prioritize the licensing of such individuals and accelerate the process.

2) Temporary licenses are approved for non-related kin, so that connections are maintained and they can start caring for a child prior to completing all licensing requirements.

3) Licensing requirements, including PS-MAPP, must be completed within 90 days.

(2) The Contractor shall provide written notice of placement changes to SRS, court and all parties to the court proceedings

(3) The contractor shall inform foster families of their right to submit a report to the court every six (6) months.

(4) The Contractor shall utilize and comply with the Interstate Compact on the Placement of Children (ICPC) for out of state placements. Contractors shall assign one (1) ICPC Liaison per Contract Region who will work with CFS Central Office ICPC staff.

C. The Initial Team Meeting With the Family:

(1) Planning for the Initial Team Meeting

(a) The assigned case manager shall contact the family the same business day of the referral to introduce themselves, inform the family of who to contact in an emergency, and inform the family where the child(ren) is placed, unless it would compromise the child(ren)'s safety.

(b) The initial team meeting shall occur no later than 2 business days from the date of referral. At a minimum, SRS, the Contractor, the child (age appropriate), the birth parents and/or the primary caregiver and the foster family should be in attendance at this meeting. The contractor shall encourage both maternal and paternal participation in the meeting, and the birth family shall be offered the opportunity to invite other participants to the meeting. If it is not in the best interest for all parties to attend, the basis shall be documented in the case file.

(c) The planning for the location of the meeting and participants shall occur in consultation/ coordination with the birth family during the initial call. The meeting shall occur where the family desires, unless participant safety would be compromised.

(2) The purpose of the initial team meeting is to:

(a) Identify relatives, kin, or a foster family home that can meet the child's needs until he/she can safely return to their family of removal.

(b) Plan for contact between the child and parents, worker and child, and worker and parents prior to the case planning meeting.

(c) Identify supports with the family.

(d) Clarify roles and responsibilities of all team members.

(e) Discuss the reasons for out-of-home placement, expectations of SRS, court orders, consequences of actions, and timelines for decisions about child permanence.

(f) Sign releases in order to gather additional assessment information.

D. The Screening, Assessment and Community Referral Processes:

(1) During the time between the initial team meeting and the development of the Family/Child Case Plan, the Contractor shall complete a comprehensive assessment that will build on the Family Based Assessment completed by SRS. Additionally, the contractor must assess for safety through the life of the case. The following assessments are required:

(a) Family Centered Assessment that is research supported and includes family history, risk

factors, prognosis indicators, connection to community, health, education and well being.

1) In addition, if the child/youth is between the ages of 8 and 21, the child and Contractor will engage the youth to complete the Ansell-Casey Life Skills assessments and curriculum.

2) If the child is placed with a relative or kin, the assessment shall also determine the kinds of supports that the relative or kin will require to care for the child.

3) If the child's permanency plan moves to adoption, adoption issues shall be assessed.

(b) Educational Assessment (including a description of the educational needs of child/children). The contractor shall compile and review educational information, including regular and special education records, attendance history, educational accommodations, or special educational needs,

(c) Health Assessment. Health care encompasses the health care domains of physical health, mental health, developmental disability, and substance abuse.

1) Screenings. The contractor shall assure children are fully assessed to identify any health needs and develop a plan to assure their needs are addressed. Initial and periodic (Kan Be Healthy) screenings shall be kept current.

2) Efforts shall be made to assure youth involved in child welfare services will continue to receive any health care and health related services from the providers,



professionals, and agencies with whom the child and family is already involved. For all health care domains, Child Welfare staff shall:

- a) Identify all health care service providers.
- b) Complete and have parents sign any releases of information related to current health care providers.
- c) Obtain private health insurance information as Medicaid is the payer of last resort.

3) The Contractor shall assure all required health screenings, assessments and referrals are completed:

- a) Physical Health care needs including dental, vision, hearing, nutrition, pharmacological.
 - b) Mental Health needs of child and family shall be assessed through the use of a research supported instrument. State resources include the Socio-Emotional screening tool for children birth to 5 years (Appendix 3L in the PPM) and Child Welfare Mental Health Referral Guide (Appendix 3J in the PPM). If further assessment of Mental Health is needed, a referral shall be made to the PAHP.
 - c) Developmental Disability needs of the child and family shall be assessed through the use of a research supported instrument. State resources include the Child Welfare Mental Retardation/Developmental Disability Screening Tool (Appendix 3I in the PPM). If further assessment of mental retardation/developmental disability is needed, a referral shall be made to Community Developmental Disability Organization (CDDO).
 - d) Substance Abuse needs of the child and/or family. The contractor shall use a standardized screening tool to determine the need for further assessment of substance abuse/addiction issues and to decide if referrals to the PIHP shall be necessary.
- 4) Ensure all health care-related information collected during the assessment period is complete and utilized in the Family/Child Case Planning Conference.

E. Case Planning, Service Delivery and Case Review:

(1) Initial Case Plan:

- (a) Upon completion of the assessment the initial Child/Family Case Plan shall be developed in coordination with SRS, the birth family, child, and any other key members of the service team within 20 calendar days of referral, and sent to SRS within 3 business days of completion.
- (b) Child/Family Case Plans shall meet federal requirements, be individually developed, and driven by the unique needs of each child and family.
- (c) The case plan shall be clearly linked to the child protection objectives listed on the Family Based Assessment. Case plan activities shall be measurable, clearly delineate roles and responsibilities, and meet all SRS requirements for case plan documentation.
- (d) The Contractor shall assure the availability of an array of services and supports for families as outlined in the case plan. The contractor shall provide the needed services, purchase services through an array of sub-contractual arrangements, coordinate with community providers or develop services as needed within the community. Contractors are responsible for assisting parents in accessing needed or court ordered services.

(2) Worker/Child, Worker/Parent, Sibling Visitation and Parent/Child Interaction:

- (a) The Contractor shall assure that interaction between children, youth and their families occurs per policy and federal requirements.
- (b) The contractor shall assure children and their families are able to have naturally occurring interactions weekly. The interactions shall primarily occur in the family's home; however, they could see each other in a variety of natural settings such as eating meals together, attending the child's recreational activities or school events, going to church together, taking the child to the doctor or therapist, etc.
- (c) The child's case manager or paraprofessional shall visit children at least once a month. The person who will visit the child must be listed on the case plan, and the majority of the visits shall be in the child's placement setting and meet federal guidelines regarding quality.
- (d) The child's case manager or paraprofessional shall visit the mother and father at least monthly, if reintegration is the case plan goal.
- (e) The Contractor shall document all child-parent interaction and visits to the child, foster family, and birth family. If there is a court order for no contact, or there is a



parental rights termination (PRT), the Contractor shall still seek to find ways for the child to stay connected to extended family, neighbors, or family friends that are important to the child.

(3) Ongoing Child/Family/Child Case Planning Conferences: Contractors shall assure the ongoing case planning process is timely and relevant to the family. A formal case plan review shall be conducted at least every 170 days and documentation sent to SRS within three (3) calendar days of completion. More frequent case planning may be needed to meet the needs of the family. The team meetings can be called by any member of the team. Court orders shall be followed, but otherwise modification is based on the assessment of the team.

(4) Life Skills for Children in Out of Home Placement:

(a) Life skills training shall be provided to each child age eight (8) years and older who is in SRS custody. Foster families shall support and integrate daily living skills into activities with the child/youth. Skill training shall be provided according to the child/youth's strengths & needs, as determined by the Ansell-Casey Life Skill Assessment (ACLSA). The contractor shall provide child/youth training in the appropriate competencies identified in the following (life) domains:

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

(b) Contractors shall use the Life Skills Guidebook to guide life skills planning and instruction.

(c) If identified skills are needed, the child/youth's case plan will reflect specific services to address the child/youth's needs in this area. All foster families (inclusive of birth parents) should have knowledge and training to reinforce or teach methods to address these needs.

(5) Needs of Birth Parents:

(a) If it is determined that adults in the home require individualized services such as mental health, substance abuse, vocational rehabilitation, services for individuals with disabilities, etc., the Contractor shall assist the adults in obtaining these services. A parent's health insurance or Medicaid, if parent is Medicaid eligible, may be a payment



source for health care related needs. The Contractor shall work with the family to determine how to access and pay for these needed services.

(b) Parents shall be provided support in accessing other services not related to health care, (e.g., parenting classes, conflict resolution training, family mediation, budgeting, financial planning, etc). The Contractor also shall assist parents in accessing these services and may help with related financial costs or fees.

(c) If the family is in need of hard goods, the Contractor shall be responsible for the first \$500.00 of hard goods (per family for life of the case). After spending \$500.00, a request can be made to SRS for additional hard good funding. Funding is limited and availability varies by Region. Additional funding for hard goods may be allowed only after it is documented that community resources have been explored and/or exhausted. Examples of hard goods are: exterminator services, turning on utilities, rent and deposits, bus passes, car repairs, beds, refrigerator, etc.

(6) Concurrent Planning: Concurrent Planning shall be used for cases where it is applicable. A research supported instrument shall be used to assess if concurrent planning is required. State resources include the Appendix 3F in the PPM.

(7) Parental Custody Relinquishment: When parents desire to relinquish their parental rights, acceptance of a relinquishment can be considered only if adoption is the case plan goal for the child and there is a reasonable expectation adoption of the child can be achieved. If relinquishment is appropriate, the contractor case manager shall discuss relinquishment with the birth parent(s), SRS, and the Contractor/SRS supervisors. Parent(s) shall be provided information about the implications of relinquishment and be encouraged to confer with an attorney before making their final decision. Relinquishments shall be signed in the presence of a judge or notary. Neither SRS nor contractor staff shall have parents sign relinquishments without court involvement. The relinquishment is not valid until it is accepted by the Secretary.

(8) Court Attendance and Court Requirements:

(a) Contractors shall submit a written progress report to the court in a timely manner and in accordance with the court's expectations.

(b) The contractor shall attend every court hearing on the child(ren). The contractor also shall ensure the child(ren) attends court, in accordance with the court's expectations.



F. Child Permanency:

(1) Reintegration:

The Contractor shall assure that children are safely reunified as soon as possible. There shall be resources in place so that families are supported in working toward their child(ren)'s return home and for children to safely remain in the home.

(2) Adoption:

When efforts at reintegration are unsuccessful, SRS and its Contractors have an obligation to assure that children are afforded timely permanence through adoption. Youth with a case plan goal of adoption who are in the custody of both the Commissioner of Juvenile Justice and the Secretary will be served primarily by JJA, but services necessary to achieve permanency through adoption shall be provided under this contract.

(a) Parental Rights Termination:

1) When the child is in the Secretary's custody and placed out of the home for 12 continuous months, or 15 of the last 22 months, consideration shall be given to the termination of parental rights. Unless there are compelling reasons to the contrary, it is expected that the contract agency shall have already recommended termination of parental rights to SRS and the court.

2) The decision to terminate parental rights, either through court action or relinquishment, is made by the Case Planning Team, based on documented evidence that the child should not be returned to the home of the parent(s) and that adoption would be in the best interest of the child. The Contractor shall work with the birth parents and the court system to address issues regarding the process of termination and adoption.

(b) Adoption Process:

1) When parental rights are terminated or relinquished and the child's case plan goal is adoption, the contractor shall prepare the child, prepare the adoptive family, and complete all the processes and paperwork required for adoption as outlined in PPM. SRS expects that siblings will be adopted together



- 2) If there is no identified resource, attempts shall be made to find a match for the child through individualized recruitment and the Adoption Exchange. Child specific recruitment may be purchased.
 - 3) When parental rights have been terminated or relinquished, and the case plan goal is adoption, the Contractor shall be responsible to find the most appropriate home for the child and to provide pre & post placement services including aftercare to the adoptive family.
 - 4) The Contractor shall be responsible for training, retention and support of families they recruit.
 - 5) The Contractor shall be responsible for assuring that a full range of adoption services are provided to adoptive families from time of recruitment to completion of aftercare, 12 months after the adoption is finalized.
 - 6) The Contractor shall work together with the adoptive family and the child to assure a solid plan is in place to provide supportive pre-placement and post adoptive services. If a disruption (child leaves the home before the adoption is finalized) or dissolution (child leaves the home after the adoption is finalized) occurs during the aftercare period, the Contractor shall be responsible for placement and other services the child may need. If the goal is adoption, the Contractor shall be responsible for locating another adoptive family.
 - 7) If the current foster family or kinship caregiver is not the adoptive family, the contractor shall assure that the child remain with this family, until they are placed in their adoptive home.
- (3) Permanent Custodianship:
- (a) The Kansas Code for the Care of Children authorizes the court to appoint a permanent custodian. K.S.A.38-2202(w) defines permanent custodian as a judicially approved permanent guardian of a child pursuant to K.S.A. 38-2272.
 - (b) Permanent Custodianship may only be recommended to the court when it is documented that the child cannot be reintegrated with the parent(s), there are compelling reasons not

to terminate parental rights, or adoption is not a viable option for the child. The parents, if their rights have not been terminated, must be in agreement with the plan or the court must find them to be unfit.

(c) It is the contractor's responsibility to prepare the prospective permanent custodian for the responsibility associated with custodianship and to assess the family's capabilities of parenting a specific child. The contractor shall:

- 1) Complete a written family assessment,
- 2) Complete Kansas Child Abuse and Neglect Central Registry and KBI clearances,
- 3) Provide follow up services to the family, and
- 4) Provide any reports the court requests.

(d) The contract agency may request the family participate in the PS-MAPP or DT, if it is deemed such participation would be valuable to the family.

(e) An array of services shall be provided to the family on an as-needed basis to assure the success of the placement.

(4) Other Planned Permanency Living Arrangement (OPPLA)

Other Planned Permanency Living Arrangement is a permanency option only when the agency determines it has a "compelling reason" not to request a termination petition for a child who has been in care "15 of the last 22 months" and there is a "compelling reason" why reintegration, adoption, or permanent custodianship is not being selected as a permanency option. Examples of compelling reasons cited in the 45 CFR 1355.20 or 42-USC 675(5)(c) include:

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



(5) Aftercare:

- (a) During the 12 months following permanency, the aftercare period, the Contractor is responsible for continuing to provide all contractual services.
- (b) The aftercare period does not apply for cases transferred to the Juvenile Justice Authority, or the Tribal Court, or to cases where venue has transferred to another region, or to youth who age out of care at age 18 or older.
- (c) If the child returns home and begins the aftercare period within 60 days of the referral, and the start of the aftercare period has not been the result of a Contractor recommended and implemented case and safety plan, the Contractor will have no responsibility for the provision of aftercare and a return to out-of-home care for the child shall be a new referral to the contractor.
- (d) Original copies of case information shall be given to SRS within 15 days of completion of aftercare, as SRS maintains the “official” case file for each child.

Section 2

Please provide the history of the process since privatization; i.e., how it has changed over time – including information on the recent rebid.

- 1986 Legislative Division of Post Audit report critical of SRS handling of child welfare cases.
- 1989 Sheila A. v. Joan Finney, class action lawsuit, was filed in Shawnee County District Court by local guardian ad litem. Children’s Rights Project of the American Civil Liberties Union filed an amended petition and joined Ms. Netherton in 1990.
- 1990 Beginning in October, Legislative Division of Post Audit reported in four installments on the Kansas Foster Care Program. The final installment was submitted in June, 1991 and includes an earlier assessment of child protective services. The audit abstract provides, “This summary report discusses the need to place greater emphasis on preventing children from coming into the overburdened foster care system.”
- 1993 Settlement agreement for Sheila A. originally received court approval. The agreement was extended twice. The 33 page settlement agreement contained 153 requirements the Kansas Department of Social and Rehabilitation Services (SRS) had to adhere to within certain deadlines and performance standards. Implementation of the settlement agreement was monitored by Legislative Division of Post Audit resulting in reports and media attention emphasizing the continued lack of perfection.
- 1996 Public Private Partnership of Child Welfare contracts begins with measurable outcomes for safety, permanency, and well-being.
- July - Family preservation services were privatized. Family preservation is available 24/7 in all 105 counties rather than the 44 counties prior to contracts.
 - October - Adoption services are privatized.
 - November - Kansas Public Employees union files suit to stop privatization of foster care - case dismissed.
- 1997
- February - Foster care services are privatized. Payment Structure in this initial round of contracts was a single case rate over the life of a case.
 - April - A task force is formed by Judge James Buchele, the Shawnee County District Court Judge originally assigned the case. The goal was to bring SRS into substantial compliance with the settlement agreement within a reasonable time.
 - July - Juvenile Justice Programs transferred from SRS to a newly formed



agency, Kansas Juvenile Justice Authority.

- 1998 Legislative Division of Post Audit issues two reports assessing Kansas foster care program. The first report addressed services and placements finding that “Most foster children and their families in our sample were receiving adequate and timely assessments of their needs.” The second report reviewed funding, staffing and monitoring finding that, “Original rates paid to the foster care contractors were insufficient because they were based on incomplete information about costs and unrealistic estimates about how long children would remain in foster care.”
- 2000 Second round of child welfare contracts begins with additional outcomes and modified payment structure of a base administrative rate with variable rate per child per month.
- 2001 Kansas participates in the federal Children and Family Services Review (CFSR).
- 2002 Kansas and Children’s Rights Project (CRP formally affiliated with the ACLU) agreed to terminate the 1993 settlement agreement as successfully completed. No other state had been able to achieve a mutually satisfactory conclusion to CRP’s efforts to improve child welfare.
- 2002 Kansas is the first state to pass the Title IV-E Secondary Review by the federal government.
- 2005 Third round of child welfare contracts with a foster care payment structure created with tiers and caps at certain months of stay in a child’s custody episode. Additional outcomes and process measures implemented to amplify family centered practice and accountability. Scope of services in the Family Preservation Contract includes working with the family should they need foster care services.
- 2007 Kansas completes Round Two of Children and Family Service Review
- 2008 Kansas passes the third Title IV-E review by ACF.
- 2008 CFSR Program Improvement Plan approved
- 2009 Fourth iteration of Child Welfare contracts awarded. Outcomes match CFSR requirements with additional success measures included for same school attendance, placement with sibling and relative , and educational attainment. Financial payment structure returns to the 2000 contract structure of a base administrative payment and variable payment for the number of children served. Family Preservation Scope of work returns to in home services and expands to serve population of pregnant women using substances.

Performance Then and Now

Indicator	1997	1999	2003	2006	2009
The number of children entering care	N/A	3,342	2,642	3,048	3,040
Number of Children In Residential Placement (snapshot = last day of the year)	1064	606	535	421	421
Percentage of Children in Residential Placement	67%	N/A	12%	9%	8%
Number of Adoptions	352	418	486	501	812
Average Number of Months In Custody	N/A	23	26	19	18

FY2010 General Child Welfare Contract Information

- July 1, 2009 (FY2010) is the effective date of contracts
- Catchment regions for the contracts remain the same (5)
- Contract duration term is 4 years with the possibility of 2, 2-year renewals.
- January to June 2009 - transition activities in communities will occur as needed
- Each region develops a transition plan in their community for the contracts

New Safety , Permanency and Well-being Attributes for 2010

- Family Preservation Services scope of program delivery is families with children in their home. Families with children removed from the home into foster care are served by a foster care case management contractor .
- Agency services for pregnant women who use substances has been incorporated into the population eligible for family preservation services across all counties.
- Individualized adoption recruitment is streamlined for responsibility with a single foster care case management contractor .
- Kansas has a separate contract with Kansas Children’s Service League to manage the statewide adoption exchange for outreach, marketing and media in adoption recruitment.
- Contract requirements are aligned with Federal Child and Family Services requirements and outcomes .
- Success indicators for wellbeing attributes such as educational achievement, placement with siblings and relative placement will be included in reports.

Reintegration Foster Care Adoption 2010 Summary of Significant Changes

Contract Requirement	2005 Contract Period	2010 Change
Scope	Children with no identified resource are referred to an Adoption Contract Provider. (There is a separate contract for recruitment of adoptive resources for children who had no identified resource for adoption)	The foster care contract includes providing all adoption case management activities to a child, such as locating permanent homes for children with no identified adoptive resource.
	The Adoption Exchange ¹ is maintained by the current Adoption Contract Provider.	Adoption Exchange will be maintained through a contract with Kansas Children's Service League .
	Adhere to Statewide Recruitment Plan for foster parents.	Develop Regional Recruitment Plans
Terms of Contract	4 years with possibility of 1 addition 2 year renewal.	4 years with the possibility of 2, 2-year renewals.
Administrative Requirements	No case load limitations.	Maintain caseload sizes consistent with accreditation.
	Reports to SRS to be approved and delivered to the court. SRS staff attend hearings	Work directly with the courts.
	Workers Attend KISSED training	Case managers attend a pre-service training (curriculum) required by SRS
	No requirement.	Involve families at the policy making level.
	Provide required program and fiscal reports "as requested."	Submit quarterly management reports.
	Initial team meeting were within 24 hours of referral.	Initial team meeting timelines are 2 business days from the date of the referral.
Program Requirements	Mental health and developmental disability screenings are completed on specified forms.	Mental health and developmental disability screenings do not have to be on specified "form". Required to use a research based instrument for assessment or contractors may use state resource assessment instruments.

¹ The Adoption Resource Exchange is a system within which children available for adoption and adoptive parents are registered/ listed to facilitate the adoption matching process. Kansas is required to maintain this adoption exchange for children in foster care , and the state system interfaces with a national adoption exchange.



KANSAS
DEPARTMENT OF SOCIAL
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	Concurrent planning to be completed on every case.	Case planning teams determine if concurrent case planning is appropriate and applicable to circumstances of a child and family.
Outcomes	Did not address all federal Child and Family Service Review (CFSR) outcomes	Includes federal (DHHS) outcome data measures, an outcomes for placement in a family like setting (not new) , and 6 new success indicators of stability in education and connection to relatives and positive adult role model.
Other activities	(Note: Contractors engaged these activities, however they were not specific requirements in the contract language)	<ul style="list-style-type: none"> • Participate in policy advisory groups • Hold at least one forum annually to gain feedback from families and youth who receive services. • Participate in the iGRAD system for tracking youth educational credits and school transfers • Participate in the quality assurance and case review process related to agency performance improvement activities • Participate in the federal DHHS ACF Program Improvement Plan (PIP) • Participate in groups and events that promote child welfare such as Youth Advisory councils, National Adoption Month, etc.
Payments	FY08 methodology is an administrative base payment with a per child payment each month.	No change
After Care	12 months from various milestones of permanency	No change
Catchment Areas	5 contract regions	No change



DEPARTMENT OF SOCIAL
AND REHABILITATION SERVICES

Family Preservation Services (FPS) 2010 Summary of Significant Changes

Contract Requirement	2005 Contract Period	2010 Change
Scope	Includes In-Home services and maintains the case as a case management entity if any child in the family is removed into out of home services (foster care).	<ul style="list-style-type: none"> - Pregnant women using substances are eligible for services in this contract. - Referrals for FPS services will come through SRS - At the point at which any child is removed into Foster Care, the FPS contract services cease. Transition is facilitated by FPS staff to the Foster Care contractor.
Staff qualifications	Various minimum staff qualifications related to positions	<p>Additional requirement :</p> <p>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.</p>
Initial contact and team meeting w/ family	<ul style="list-style-type: none"> - Initial contact w/in 24 hours - initial (in person) team meeting conducted with 48 hours of referral 	<ul style="list-style-type: none"> - No change to initial contact - Initial (in person) team meeting conducted within 2 business days of referral.
Outcomes	<p>96% No maltreatment within 180 or 365 days of referral</p> <p>95% family engagement</p>	<p>95% No maltreatment within 180 days</p> <p>95% family engagement</p> <p>95% of children will have no removal into foster care for 1 year after service referral (new)</p> <p>90% of infants born substance free (new)</p>
Payments	1/3 of the case rate at referral ; at 45 days , and at 90 days	No change
After Care / Service Duration	12 months from date of referral	No change
Catchment areas	5 contract regions	No change

Section 3

Response to Legislative Post Audit #08PA04. Staff from Legislative Post Audit are asked to present on the audit entitled “Foster Care: Reviewing Selected Issues Related to State Contracts for Foster Care and Family Preservation Services” (#08PA04). Please respond to this report.

Recommendation #1: To help ensure that it secures services under the foster care and family preservation contracts at the best price for the State, while still treating contract bidders fairly, the Department of Social and Rehabilitation Services should do the following:

- a. Continue to provide uniform information to all bidders regarding the nature and scope of the services to be provided under the contracts, the outcomes to be achieved, and the like.

Agency Update: To assure that the state secured the services needed for the best price available treating all bidders fairly, two RFPs were issued, one for Reintegration/Foster Care/Adoption Services (RFP #11484) and one for Family Preservation Services (RFP # 11483). Substantial time and resources were put into the new RFPs to ensure that the services expected were detailed in the RFPs, that all available historic information the bidders needed to make a bid was available, that outcomes related to the contracts were specifically detailed in the RFPs, and that all questions asked were answered uniformly and accurately.

- b. Provide written guidance to employees who will review and evaluate the bid proposals specifying how to evaluate and score various elements of each bidder’s proposal for providing the services and achieving the outcomes required under the contract.

Agency Update: The agency identified key staff that were believed to have the knowledge and ability to secure the services being requested. These staff met regularly to discuss the process and strategies for securing the contracts. A technical review group and a cost review group were established to evaluate the proposals. The review teams were provided protocols that identified each requirement in the RFP and provided direction on how to score each proposal consistently. The scoring resulted in a numerical score that allowed an evaluation of the bids.

- c. Document the rationale for choosing contractors for each region that SRS subsequently will negotiate prices with.

Agency Update: All proposals were reviewed using the criteria stated above. Based on the scores received by the technical review team and the cost review team, the proposals that scored the lowest and did not meet the qualifications were excluded from negotiations. The rationale was written in a document and is in the file. The file has detail on each aspect of the bid and a score on how well the bidder's proposal met the criteria.

- d. Ensure that it allows itself sufficient time to fully assess whether the bidders’ proposals are reasonable, financially feasible, and collectively in-line with SRS projections for such factors as case rates and caseloads, before proceeding with price negotiations with bidders.

Agency Response: In designing the process for awarding the new child welfare contracts, sufficient time was built into each step of the process to allow time for research, review, and negotiations. Over the past several years SRS has developed systems and been able to collect better information on clients served and related costs to serve clients. This data was provided to the bidders in the vendor file and was used by the review group in determining reasonableness of the bids and for negotiating the best rates possible for the state that were fair for all. The RFP provided a standard monthly caseload that all bidders used to make proposals consistent. The payment process utilized a simplified base rate to cover fixed type costs and a monthly per child rate to cover variable type costs. All costs were rolled into this simplified process to make it consistent and reduce caseload risk related to changing caseload for both the bidders and the state. Bidders were required to submit proforma financial statements in a standardized format so all bidders could be compared.

- e. Develop an agency strategy for dealing with each bidder during the price negotiation process, and ensure that all members of the negotiating team are well informed about information that should not be disclosed to bidders.

Agency Response: A contract negotiation team was developed and met regularly to discuss strategy and procedures for negotiation. The CFS Director served as lead spokesperson and led all discussion to provide consistency. All communications with the bidders were either done through writing or by the lead spokesperson with the negotiation team present. We believe this process provided the state the best outcome available.

- f. Once bidders have been selected for price negotiations, SRS should not try to apply the same price terms to all bidders unless it is reasonable to do so. If some bidders have submitted knowledgeable and reasonable bids, SRS should sign contracts with those bidders, and not share terms of its price negotiations relating to other bidders.

Agency Response: During price negotiations, SRS attempted to get the best price available in each region while assuring that all needed services were provided and that there was an appropriate number and mix of contractors around the state to limit risk to the state related to competition in the CW business. SRS required all bidders to provide very detailed costs and assumption in their bids so we could determine why bid amounts differed among bidders. Details of other bidders were not shared with competing bidders during the negotiations. The negotiating team met with each bidder to get the best price possible. Significant cost savings were realized in the 2010 contract which appeared in the Governor's Budget.

Section 4

The annual expenditures from 2004 through 2009. Please include spending by region, by contract type and total. Please also include the cost per case and outcomes, both by contract and in the aggregate. Compensation incentives of contractors, if any. For example, are there extra payments for adoptions or placements, or, if the contract does not address this, is there anything in the contract that would preclude such incentives?

Family Preservation

The annual expenditures for the In-Home Family Preservation Contracts from the start of privatization in 1997 to the current year budgeted expenditures are in the table below. The table also includes the average monthly families served, the average monthly cost per family, and the percentage change for each between years.

Family Preservation Annual Expenditures

Fiscal Year	Avg. Annual		Avg. Annual		Total Expenditures	Percent Change
	Annual Families	Percent Change	Cost per Family	Percent Change		
1997	1,832	-	2,764	-	5,063,879	-
1998	2,452	33.8%	3,342	20.9%	8,195,387	61.8%
1999	2,849	16.2%	3,320	-0.7%	9,457,368	15.4%
2000	3,436	20.6%	3,546	6.8%	12,184,913	28.8%
2001	3,812	10.9%	3,406	-3.9%	12,985,298	6.6%
2002	2,731	-28.4%	3,865	13.5%	10,554,275	-18.7%
2003	2,570	-5.9%	3,647	-5.6%	9,372,952	-11.2%
2004	2,660	3.5%	3,844	5.4%	10,224,215	9.1%
2005	2,683	0.9%	4,005	4.2%	10,745,227	5.1%
2006	2,836	5.7%	3,766	-6.0%	10,681,476	-0.6%
2007	2,534	-10.6%	3,891	3.3%	9,859,536	-7.7%
2008	2,531	-0.1%	3,893	0.1%	9,853,893	-0.1%
2009	2,283	-9.8%	4,507	15.8%	10,290,295	4.4%
2010 Budget	2,736	19.8%	3,827	-15.1%	10,469,515	1.7%
2011 Budget	2,697	-1.4%	3,882	1.4%	10,469,515	0.0%



The cost per family referral is different for each region and is based on competitive bids for each geographic region. When a family is referred to Family Preservation, the contractor receives a case rate paid in three installments as follows. One-third upon referral, one-third on the 45th day after referral, and one-third on the 90th day after referral. The contractor for each region and the case rate per referral for FY2010 are as follows.

Contract		Rate
Region	Contractor	Per Family
1	DCCCA	\$4,039
2	DCCCA	\$4,041
3	St. Francis	\$3,395
4	St. Francis	\$3,395
5	DCCCA	\$3,694



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The following table shows the costs by contract region from FY 2001 through the FY 2011 budget. The amounts shown in the adjustments row are encumbrances and adjustments related to prior years or non-case rate payments.

Family Preservation In-Home Contract Payments						
By Contract Region						
FY 2001 To 2011 Budgeted						
Payments by Region						
	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006
Region 1	2,496,428	2,218,472	1,979,387	2,340,728	2,563,738	1,664,491
Region 2	1,997,462	1,775,062	1,443,960	1,592,583	1,475,815	2,233,766
Region 3	2,484,924	2,208,249	1,879,029	2,184,519	2,271,154	1,971,254
Region 4	2,328,894	2,148,462	1,989,452	2,078,575	2,294,188	2,504,625
Region 5	2,480,176	2,204,030	2,081,125	2,027,810	2,140,382	2,307,340
Total	11,787,884	10,554,275	9,372,952	10,224,215	10,745,277	10,681,476
Adjustments	1,197,415	-	-	-	-	-
Total Exp.	12,985,299	10,554,275	9,372,952	10,224,215	10,745,277	10,681,476
	FY 2007	FY 2008	FY 2009	FY 2010 Bud	FY 2011 Bud	
Region 1	1,604,036	1,500,571	1,512,480	1,826,777	1,826,777	
Region 2	1,720,547	1,938,540	2,054,878	2,122,626	2,122,626	
Region 3	1,620,372	1,755,020	1,640,251	1,857,480	1,857,480	
Region 4	2,611,167	2,540,002	2,200,497	2,487,897	2,487,897	
Region 5	2,303,414	2,087,121	1,687,603	2,174,735	2,174,735	
Total	9,859,536	9,821,254	9,095,709	10,469,515	10,469,515	
Adjustments	-	32,639	1,194,586	-	-	
Total Exp.	9,859,536	9,853,893	10,290,295	10,469,515	10,469,515	

Foster Care

The annual expenditures for the Out-Of-Home Foster Care Contracts from the start of privatization in 1997 to the current year budget are in the table below. They include the average monthly children, the average monthly cost per child, and the percentage change for each between years. Since privatization there have been four changes to the payment structure. The payment methodologies are listed to the right of the table. The contracts started with a single case rate which was paid for each child and covered all costs over the life of the case. The second contract period paid each contractor a fixed monthly base payment and a variable payment each month based on the number of children in care for the month. The third set of contracts used a tier payment system that paid a per child rate that was based on how long the child was in custody. This payment system had several tiers, payment caps, and adjustments that made the system complicated and difficult to predict expenditures. In 2008, the payment system was changed back to the fixed monthly base payment with a variable payment per child and remains that way today.

Annual Contract Expenditures and Clients Served

Reintegration/Foster Care/Adoption Out-Of-Home Services

Fiscal Year	Average Monthly Children	Percent Change	Avg. Mo. Cost Per Child	Percent Change	Total Contract Expenditures	Percent Change	
1997	-	-	-	-	31,753,630	-	Pmt system of single case rate over life of case
1998	5,427	-	1,202	-	78,250,951	146.4	
1999	6,035	11.2%	1,901	58.2%	137,647,453	75.9	
2000	5,173	-14.3%	1,711	-10.0%	106,242,265	-22.8	
2001	5,105	-1.3%	2,193	28.1%	134,344,390	26.5%	
2002	4,810	-5.8%	2,081	-5.1%	120,096,657	-10.6%	Base admin. rate with variable per child monthly rate
2003	4,654	-3.2%	2,162	3.9%	120,740,844	0.5%	
2004	4,744	1.9%	2,169	0.3%	123,453,146	2.2%	
2005	4,876	2.8%	2,207	1.8%	129,140,342	4.6%	
2006	5,265	8.0%	1,926	-12.7%	121,675,201	-5.8%	Pmt system with tiers and
2007	5,501	4.5%	2,082	8.1%	137,469,070	13.0%	
2008	5,635	2.4%	2,109	1.3%	142,622,094	3.7%	Base admin rate with variable per child monthly rate
2009	5,160	-8.4%	2,431	15.3%	150,528,296	5.5%	
2010 Budget	4,646	-10.0%	2,352	-3.3%	131,115,351	-12.9%	
2011 Budget	4,666	0.4%	2,354	0.1%	131,789,617	0.5%	

Explanation of Expenditures

The FY1997 contract expenditures represent only a portion of the year since foster care services were not privatized until February of 2007. Prior to this time the cases were managed by SRS workers and costs were part of regional salary and operating costs. The average monthly cost per child and the total annual expenditures from 1998 through 2001 vary greatly. These large changes are primarily the result of payments for services in prior years paid in subsequent years. In these first years of privatization it was unknown the actual cost of foster care and adjusting payments and loans to contractors were made which crossed fiscal years. During these four years, the average cost per child was \$1,752 and the annual expenditures averaged \$114.1 million which is a better representation of costs since expenditures were based on cash accounting and crossed fiscal years. In the last four years prior to the current FY 2010 contract, the changes in expenditures and cost per child were primarily related to changes in what costs Medicaid allowed to be billed for child welfare services, changes and additions to special placement types, and changes to contract payment methodologies.

Rates

The foster care rates differ for each contract and are based on competitive bids per geographic region. Currently foster care payments are made retrospectively on the third business day following the month of service. A fixed base payment, independent of the caseload, is made each month to cover the contractor's fixed costs. There is also a per child rate paid each month based on the number of children in out-of-home placement on the last day of the previous month. This portion of the payment represents the contractor's variable costs. The FY 2010 base and variable rate for each contract are listed below. The estimated average cost per case by contractor based on current caseload is also included.

Contract Region	Contractor	Base Rate	Variable Rate	Estimated Avg. Mo. Cost Per Child
1	TFI	\$596,903	\$1,483	\$2,309
2	KVC	\$800,000	\$1,510	\$2,429
3	TFI	\$723,090	\$1,444	\$2,181
4	St. Francis	\$982,000	\$1,578	\$2,585
5	Youthville	\$914,433	\$1,499	\$2,489

The tables below show the OOH costs by contract region from SFY 2001 through the SFY 2011 budget. Over the years children in OOH placement were placed with three different types of OOH contractors, Reintegration/Foster Care OOH, Family Preservation OOH, and Adoption



OOH. In the current contracts, all children in OOH placement are with the Reintegration/Foster Care Contractors.

**By Contract Type And Contract Region
FY 2001 To 2011 Budgeted (Page 1 of 2)**

Reintegration/Foster Care OOH Contracts

	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006
Region 1	18,824,799	19,802,727	19,843,980	20,841,913	22,552,879	17,168,715
Region 2	13,955,287	14,572,485	14,135,407	14,585,391	15,923,884	29,260,000
Region 3	15,175,896	14,498,522	13,998,388	14,586,239	16,513,942	22,589,930
Region 4	20,336,526	22,326,863	19,968,286	19,638,827	20,282,513	25,979,027
Region 5	30,121,145	23,829,353	22,279,971	22,442,442	21,142,229	25,610,800
Total	98,413,654	95,029,950	90,226,032	92,094,812	96,415,447	120,608,472

Family Preservation OOH Contracts

	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006
Region 1	-	-	-	-	-	1,030,000
Region 2	-	-	-	-	-	1,116,561
Region 3	-	-	-	-	-	547,807
Region 4	-	-	-	-	-	924,482
Region 5	-	-	-	-	-	1,019,921
Total	-	-	-	-	-	4,638,771

Adoption OOH Contract

	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006
Statewide	37,621,658	31,647,327	33,279,712	33,631,025	35,445,570	-

Total OOH Contract Costs

	FY 2001	FY 2002	FY 2003	FY 2004	FY 2005	FY 2006
Region 1	18,824,799	19,802,727	19,843,980	20,841,913	22,552,879	18,198,715
Region 2	13,955,287	14,572,485	14,135,407	14,585,391	15,923,884	30,376,561
Region 3	15,175,896	14,498,522	13,998,388	14,586,239	16,513,942	23,137,737
Region 4	20,336,526	22,326,863	19,968,286	19,638,827	20,282,513	26,903,509
Region 5	30,121,145	23,829,353	22,279,971	22,442,442	21,142,229	26,630,721
Statewide	37,621,658	31,647,327	33,279,712	33,631,025	35,445,570	-
Total	136,035,312	126,677,276	123,505,744	125,725,837	131,861,017	125,247,243
Adjustments	(1,690,920)	(6,580,620)	(2,764,900)	(2,272,690)	(2,720,675)	(3,572,042)
Total Exp.	134,344,390	120,096,657	120,740,844	123,453,146	129,140,342	121,675,201



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**Foster Care Out-Of-Home Contract Payments
By Contract Type And Contract Region
FY 2001 To 2011 Budgeted (Page 2 of 2)**

Reintegration/Foster Care OOH Contracts

	FY 2007	FY 2008	FY 2009	FY 2010 Bud.	FY 2011 Bud.
Region 1	18,743,558	18,547,725	20,182,247	20,893,416	20,967,801
Region 2	27,459,522	25,877,702	26,868,175	26,496,246	25,982,803
Region 3	24,994,247	22,685,566	24,402,389	26,770,953	27,402,289
Region 4	25,162,225	26,233,316	26,723,707	30,893,192	32,048,204
Region 5	27,910,109	29,908,785	29,753,816	28,794,709	28,387,720
Total	124,269,660	123,253,095	127,930,333	133,848,516	134,788,817

Family Preservation OOH Contracts

	FY 2007	FY 2008	FY 2009	FY 2010 Bud.	FY 2011 Bud.
Region 1	2,852,589	3,874,203	4,605,360	-	-
Region 2	2,928,684	3,839,923	4,964,960	-	-
Region 3	2,981,354	4,144,005	4,752,239	-	-
Region 4	3,330,291	5,140,469	5,435,387	-	-
Region 5	4,483,459	6,016,415	7,179,339	-	-
Total	16,576,379	23,015,015	26,937,284	-	-

Adoption OOH Contract

	FY 2007	FY 2008	FY 2009	FY 2010 Bud.	FY 2011 Bud.
Statewide	-	-	-	-	-

Total OOH Contract Costs

	FY 2007	FY 2008	FY 2009	FY 2010 Bud.	FY 2011 Bud.
Region 1	21,596,147	22,421,929	24,787,607	20,893,416	20,967,801
Region 2	30,388,206	29,717,625	31,833,135	26,496,246	25,982,803
Region 3	27,975,601	26,829,571	29,154,628	26,770,953	27,402,289
Region 4	28,492,516	31,373,785	32,159,094	30,893,192	32,048,204
Region 5	32,393,569	35,925,200	36,933,155	28,794,709	28,387,720
Statewide	-	-	-	-	-
Total	140,846,039	146,268,109	154,867,618	133,848,516	134,788,817
Adjustments	(3,376,969)	(3,646,016)	(4,339,322)	(2,733,165)	(2,999,200)
Total Exp.	137,469,070	142,622,094	150,528,296	131,115,351	131,789,617

The amounts shown in the adjustment rows include expenditure reductions related to SSI collections, repayments, encumbrances, special developmental disability and secure care placement costs, and miscellaneous adjustments related to prior years or not part of the monthly rates.

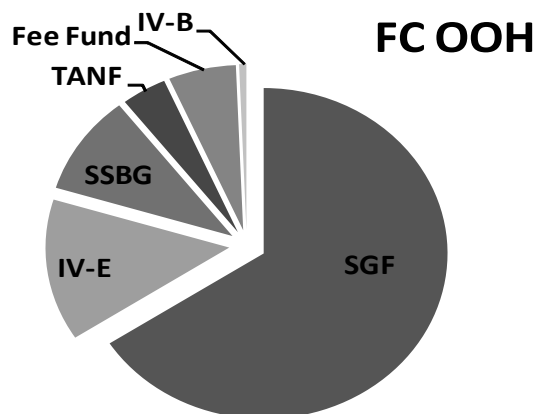
There are no compensation incentives or extra payments to the contractors for adoptions or any other type of placements or permanencies. The only payments currently made to the contractors are the monthly base payment and the monthly per child payment made on the 3rd day following the month of service. The contracts are silent on any payment incentives and therefore do not preclude such payments if amendments were made to the contracts. Costs per outcome are not tracked for the contracts. The contracts have multiple outcomes which are described in section five.

Contract Funding

The following two tables and pie charts show the funding for the foster care and the family preservation contracts. The foster care contract includes about 72% state funds from the State General Fund and Fee Fund and 28% federal funding from several different funds. The Family Preservation Contracts have 32% state funds from the Children’s Initiative fund and State General Fund and the rest federal funding.

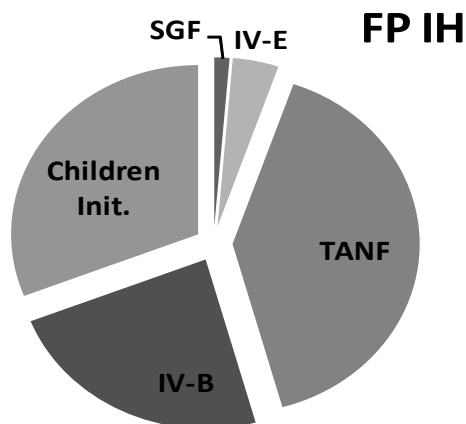
**OOH Budget
SFY 2010**

Fund	Amount	Percent Funding
SGF	\$ 90,196,703	65.8%
IV-E	\$ 19,001,765	13.9%
SSBG	\$ 13,356,934	9.7%
TANF	\$ 5,424,150	4.0%
Fee Fund	\$ 8,139,224	5.9%
CWSBG IV-B	\$ 881,224	0.6%
Total	\$ 137,000,000	100.0%



**Family Preservation Budget
SFY 2010**

Fund	Amount	% Funding
SGF	\$ 135,754	1.3%
IV-E	\$ 413,861	4.0%
TANF	\$ 4,237,553	40.5%
CWSBG IV-B	\$ 2,441,285	23.3%
Children Init.	\$ 3,241,062	31.0%
Total	\$ 10,469,515	100.0%



Section 5

For performance measures, please include the baseline, what the stated goals are, and what the contractor(s) achieved.

Child Welfare Portrait

SFY 2009 (July 1, 2008-June 30, 2009)

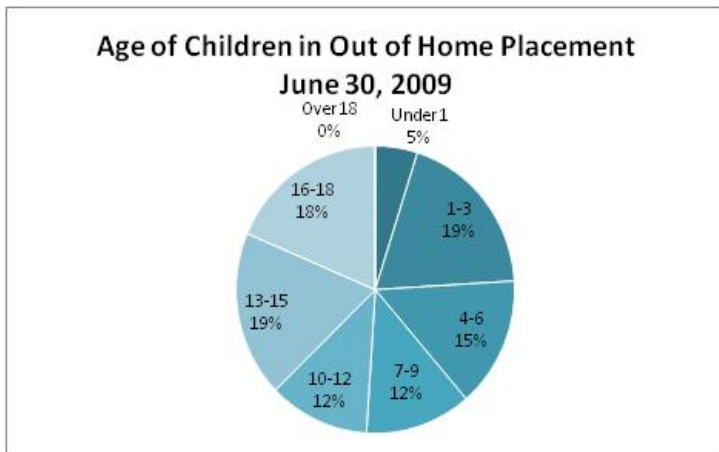
Information in this Child Welfare Portrait provides an overall snapshot of characteristics and performance of Kansas' child welfare programs and national information as available.

General Information²:	Kansas	Nationwide
# of Children under 18	696,082	73,901,733
% of Children under 18	25.10%	24.50%
# of Children in Poverty	77,961	9,607,225
% of Children in Poverty	11.20%	13.00%
Removal Rate per 1000	4.5 (SFY09)	4.1
Average mos. in out of home placement	18.8	20.9
% of Children in a family like setting	91.9%	82.1%
% of Children placed with relatives	25.32%	25.7% (FFY06)

Race³	Children under 18 in Kansas		Children in Out of Home Placement	
	# children	%	# children	%
African American/Black	42,461	6%	1,107	22%
American Indian/ Native Alaskan	6,961	1%	62	1%
Asian	15,314	2%	25	1%
Caucasian	618,817	89%	3,763	75%
Hawaiian/Pacific Islander	696	0%	8	0%
Unable to Determine	11,833	2%	22	0%
Totals	696,082	100%	4,987	100%

² Census Population estimates source: CC-EST2007-agesex-[ST_FIPS]: Annual Estimates of the Population by Selected Age. Source: Population Estimates Program, U.S. Bureau of the Census last updated February 28, 2009

³ Race is self reported to the agency



Kansas removal rate of children into out of home placement is slightly higher than the national rate. The number of children removed statewide decreased 14% from SFY 2008 to 2009. Over one-third (37%) of youth in out of home placement are age 13 or older. With regard to race, African American children are overrepresented in foster care in 15 counties. The agency has initiated coordination with communities to promote equity in foster care, with a final report of recommendations to the Governor coming in Fall 2009.

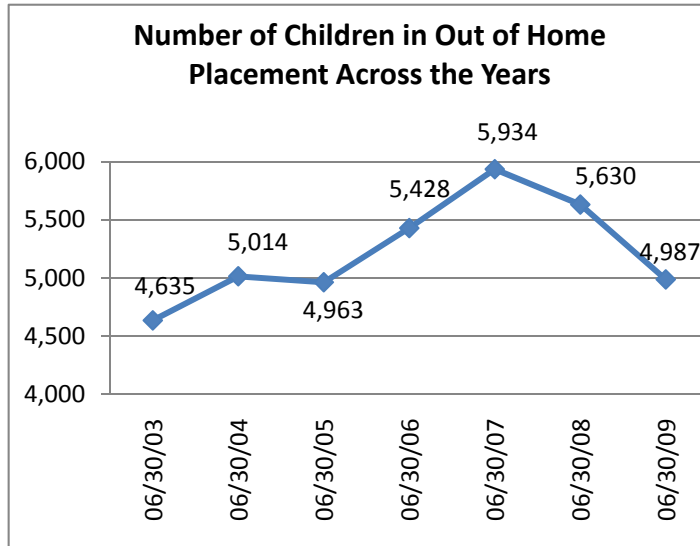
Performance with Child and Family Service Reviews (CFSR)

- Kansas completed their second round of Federal CFSR in June 2007 with official start of the Program Improvement Plan (PIP) October 2008.
- Kansas meets the federal standard for timely adoptions and permanency for children/youth in care for long periods of time.
- As of Quarter 3 (June 2009) of the PIP, Kansas has met the negotiated performance improvement goals for: 1) Timely and Permanent Reunification 2) Timely Adoption, and 3) Placement Stability, which are the three federal measures included in the Kansas PIP.
- Of other state's Children & Family Services Review data available, Kansas' performance ranks higher in safety than 30 of the 31 states who have completed their second round of reviews.

Safety and Supporting Families

- Children in Kansas are safe from recurrence of abuse and neglect. Since 2003, Kansas has met the National Standard (94.6%).
- For over 9 years, Kansas has met the National Standard (99.68%) for absence of child abuse and neglect in foster care.
- In SFY 2009, Kansas served 2,135 families with the family preservation services program.
- The number of children in out of home placement statewide on June 30, 2009 (4,987) decreased 11% from the number of children in out of home placement statewide on June 30, 2008 (5,630).

Timely Permanency and Youth Self Sufficiency



From June of 2007 through June of 2009, the number of children in out of home placement decreased 16%. In SFY 09, Kansas achieved the highest number of adoptions thus far, with 816 adoptions. In SFY09, Kansas served over 700 young adults through the Self - Sufficiency/ Independent Living program. The Foster Care Education Assistance Act (Tuition Waiver program) served 143 young adults for the first time starting in SFY09. In addition, 323 young adults received services through the ETV program in FY 09.

Contract performance is measured through outcomes. When outcomes are not met, contractors are required to develop program improvement strategies and demonstrate improved performance in accordance with the state’s Children and Family Services Review Program Improvement Plan. Failure to improve outcomes may result in contract termination. As a public agency, we take accountability very seriously. Performance measurement focused on customer outcomes is critical in ensuring our efficiency and effectiveness in carrying out our responsibilities, and continuing to improve our services to Kansas citizens

Child Welfare Outcome Measures

The Child Welfare outcome measures are organized around safety, permanency and well being.

Within each child welfare outcome there are several goals, each of which has a specific indicator that we measure. Each indicator displays an established threshold, actual agency performance in FY 2007, FY 2008, and FY 2009 and projected performance FY 2010. The indicators reflect process and program measures for efficiency and effectiveness. The Federal Administration of Children and Families has extensive reporting requirements for child and family safety, permanency and well-being, and much of what we measure is mandated by these requirements. Data for the Child Welfare outcome indicators come from quarterly case reviews completed by agency staff and information reported in the Child Welfare Family and Child Tracking System (FACTS). Case review instruments are located on the agency website

<http://www.srskansas.org/CFS/QA/qamain.htm> .

Outcomes Based Contracting – Child Welfare

As mentioned earlier, a significant amount of our work in child welfare is done through contracting partners. During the recent negotiation of the FY2010 Child Welfare contracts, efficiencies were gained resulting in a savings of \$14.1 million in FY2010. By examining outcomes, costs, and scope of services in contracts for foster care and family preservation, efficiencies were gained reducing administrative costs of foster care case management into one contract in each of the 5 regions rather than having foster care services as a requirement in both the contracts of family preservation and foster care.

Kansas enjoys a history of performance outcomes that measure safety and permanency of children and families in the child welfare system. In the past ten years, Kansas developed a framework of outcomes, measures, standards, and success indicators that reflect national, widely-shared performance objectives in child welfare practice. At the national level, Section 203(a) of the Adoption and Safe Families Act of 1997 (ASFA) requires reporting of child welfare outcomes. The federal government uses a Child and Family Services Review to assess the performance of each state in achieving positive outcomes for youth and families.

Kansas pioneered performance outcomes through the state’s child welfare contracts before federal reporting of outcomes was developed. Many outcomes that Kansas established in our initial child welfare contracts were incorporated when federal measures were developed. Kansas also captures features beyond federal requirements including accountability measures for child protective services and success indicators for well being.

The outcomes and indicators for Kansas child welfare are contained in the table below. For federal outcomes, the national standards are based on calculations at the 75th percentile and median performance of all states.

Outcome	Goal or Accountability Measure²	✓¹	FY07	FY08	FY09	FY2010 Projected
Children Are Safe	94.6% or more of children are safe from recurrent maltreatment ²	✓	96.8%	97.3%	98.5%	98.5%
	95% of families in Family Preservation Program will have children safely maintained at home.	✓	N/A	N/A	N/A	95%
	95% of families will not experience substantiated abuse or neglect during the first 180 days of Family		N/A	N/A	N/A	95%



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Outcome	Goal or Accountability Measure ²	✓ ¹	FY07	FY08	FY09	FY2010 Projected
	Preservation participation.		N/A	N/A	N/A	93.9%
	90% of births to families referred to Family Preservation will be born substance free.		89.9%	91.9%	93.5%	93.5%
	95% of families referred shall be engaged timely in Family Preservation services.	✓	99.92%	99.9%	99.9%	99.9%
	99.68% or more of children are safe in foster care					
Children Have Timely and Permanent Reunification	69.9% of children released from custody of the Secretary and reunified are released from custody within 12 months of entering foster care.	✓	65.8%	69.5%	76.2%	76.2%
	Children discharged from custody and reunified have a median length of stay of 6.5 months or less.	✓	8.6 months	8.2 months	8.9 months	8.9 months
	15% or less of children will not re enter custody within 12 months of release of custody.	✓	9.1%	8.1%	8.1%	8.4%
	39.4% of children who entered foster care for the first time in the 6 month period prior to the State Fiscal Year will be discharged from custody for reason of reunification or living with relative in less than 12 months.		32.1%	36.9%	37.3%	37.3%



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Children have timely adoption	26.8% or more of children released from custody of the Secretary for reason of adoption are adopted within 24 months of entering foster care.	✓	32.2%	28.9%	40.4%	40.4%
	Children discharged from custody for reason of adoption have a median length of stay of 32.4 months or less	✓	30.1 months	30.8 months	28.5 months	28.5 months
	20.2% or more of children will show progress toward adoption	✓	26.5%	25.2%	24.8%	24.8%
	8.8% or more of children will become legally free for adoption in a timely Manner	✓	8.6%	9.5%	14.5%	14.5%
	45.8% or more of children legally free for adoption are adopted timely	✓	35.3%	44.4%	42.2%	42.2%
Children in care for a long period of time have timely permanency	25.0% or more of Children in foster care for two years will be released from custody before their 18 th birthday	✓	33.0%	32.1%	32.3%	32.3%
	96.8% or more of children adopted are adopted before their 18 th birthday	✓	91.8%	88.3%	89.3%	89.3%
	47.8% or less of young adults released from custody are in foster care for 3 years or longer	✓	28.8%	32.7%	31.4%	31.4%
Children in foster care have stable placements	83.3% of children in care less than 12 months have 2 or fewer placements in foster care	✓	72.7%	75.2%	78.4%	78.4%
	59.9% of children in care 12-24 months have 2 or fewer placements in foster care	✓	52.3%	51.2%	50.2%	50.2%
	33.9% of children in care 24 months or longer have 2 or fewer placements in foster care	✓	28.3%	26.9%	30.2%	30.2%



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Children in foster care reside in a family like setting	90% of children in foster care will reside in a family placement setting (not a group or residential facility) [National data is 82%]		91.5%	91.7%	91.9%	91.9%
Children remain in the same school when possible	Children age 6 and older removed into foster care will maintain attendance at the same school they attended prior to removal (respective to grade and promotion to middle or high school) (Note: There is no current performance standard for this success indicator)		16.6%	14.3%	14.7%	14.7%
Children live with siblings whenever possible	Children in foster care who have siblings live with siblings (Note: There is no current performance standard for this success indicator)		72.3%	72.0%	72.0%	72.0%
Children live with relatives whenever possible	Children in foster care are placed with a relative (Note: There is no current performance standard for this success indicator. [National data is 25.7%])		25.5%	25.3%	25.3%	25.3%
Youth have a positive adult role model	Youth who leave foster care as an adult will have an adult in their life who is invested in their future.		97.1%	98.2%	97.2%	97.2%
Youth maintain a full set of credits each semester	Youth age 15 and older obtain a full set of credits each semester ((Note: There is not currently a performance standard for this success indicator)		N/A	N/A	N/A	75%
Youth achieve high school education	Youth who leave foster care as an adult will achieve a high school diploma or GED (Note: There is not currently a performance standard for this success indicator, national data is estimated at 50%)		N/A	N/A	N/A	80%

¹A check mark ✓ indicates the measure is a federal outcome for which a national median is reflected as performance standard and federal fiscal year performance displayed.

²The first measure is calculated based on all children with substantiated findings. The next four are for the family preservation contracts and the rest are related to the foster care contracts.

N/A is recorded for measures that were not applicable during the year.



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Contract Outcomes by Contract Region

State Fiscal Year 2010, July to September 2009

Child Welfare Community Based Service Provider Performance At A Glance July 2009 through September 2009 Data Family Preservation Services	FPS Rgn. 1	FPS Rgn. 2	FPS Rgn. 3	FPS Rgn. 4	FPS Rgn. 5	State	State meets standard & National Median <input type="checkbox"/>
96% of children will not experience maltreatment during FPS 180dys	99.1%	96.8%	100.0%	100.0%	99.1%	98.8%	<input type="checkbox"/>
90% of babies are born substance free	N/A	50.0%	N/A	0.0%	N/A	33.3%	
95% of families will have children maintained at home	85.7%	86.0%	86.7%	82.8%	86.6%	85.4%	
95% of families engaged in FPS services	97.2%	89.2%	82.4%	74.6%	77.5%	82.4%	

Child Welfare Community Based Service Provider Performance At A Glance July 2009 through September 2009 Data Reintegration Out of Home Services	R/FC Region 1	R/FC Region 2	R/FC Region 3	R/FC Region 4	R/FC Region 5	State	State meets standard & National Median <input type="checkbox"/>
99.68% of children remain safe in out of home placement	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	<input type="checkbox"/>
69.9 % of children reintegrated timely (< 12 mo.)	56.9%	58.8%	56.8%	55.5%	33.8%	53.5%	
26.8% of children adopted timely (< 24 mo).	0.0%	36.7%	37.0%	20.0%	44.2%	36.2%	<input type="checkbox"/>
45.8% of children who become legally free are adopted in less than 12 mo	27.5%	41.0%	50.0%	41.8%	50.6%	43.6%	
83.3% of children will experience no more than 2 placements in less than 12 mo in out of home placement	80.8%	81.9%	80.8%	79.2%	67.5%	78.5%	
59.9% of children will experience no more than 2 placements in at least 12 mo and less than 24 mo in out of home placement	53.7%	57.0%	52.7%	49.1%	48.6%	52.0%	
33.9% of children will experience no more than 2 placements in at least 24 mo or longer in out of home placement	27.8%	29.8%	30.6%	25.6%	23.9%	27.3%	
15.0% or less, of children released from custody for reunification will re enter custody within 12 mo of release date (Lower % is better for this measure)	9.8%	3.2%	17.0%	6.3%	2.6%	8.5%	<input type="checkbox"/>
90% of children are placed in a family like setting	94.0%	92.2%	92.5%	91.4%	92.9%	92.5%	<input type="checkbox"/>



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47.8% or less, of children emancipated were in care for 3 years or longer. (Lower % is better for this measure)	23.1%	52.2%	9.1%	27.6%	64.0%	36.6%	<input type="checkbox"/>
96.8% of children with termination of parental rights are discharged to a permanent home prior to their 18th birthday.	80.0%	82.3%	90.0%	76.9%	91.4%	85.7%	<input type="checkbox"/>

Foster Care Success Indicators*							
Young Adults exit custody with at least one positive role model	100.0%	91.7%	100.0%	87.5%	100.0%	94.8%	
Children are placed with at least one sibling in out of home placement	79.5%	72.8%	72.5%	72.4%	69.6%	72.9%	
Children are attending the same school in out of home placement	26.4%	10.3%	16.8%	18.6%	18.2%	17.8%	
Children are placed with relative in out of home placement	30.0%	27.6%	28.3%	27.1%	21.1%	26.6%	
Adults ending Custody with Secretary having achieved a Diploma or GED	9.1%	53.8%	31.8%	43.8%	29.2%	37.4%	
Youth age 15 and older in foster care will earn a full set of credits each semester**							

*Success Indicators have no State Standard or National Median to Achieve.

** This success indicator will not have results until Jan 20, 2009.

Contract Performance SFY2009, July 2008 to June 2009 By Region

Child Welfare Community Based Service Provider Performance At A Glance July 2008 through June 2009 Data Family Preservation In Home Services	FPS In Home Rgn. 1	FPS In Home Rgn. 2	FPS In Home Rgn. 3	FPS In Home Rgn. 4	FPS In Home Rgn. 5	State	State meets standard
Children Thrive							
96% of children will not experience maltreatment during FPS	99.5%	99.7%	99.3%	99.6%	99.9%	99.6%	▪
96% of children will not experience maltreatment after FPS	97.4%	98.0%	98.4%	99.2%	98.9%	98.5%	▪
95% of families engaged in FPS services	94.9%	93.7%	89.8%	93.8%	95.0%	93.5%	
99.68% of children remain safe in out of home placement	99.6%	100.0%	100.0%	99.7%	100.0%	99.9%	▪
95% of children are safe following reintegration, adoption finalization, or guardianship	98.1%	100.0%	97.8%	100.0%	100.0%	99.0%	▪
75% of children are placed in a location that promotes continuity of family relationships and community connections	67.6%	65.6%	63.9%	53.0%	62.4%	59.1%	
90% of youth leave custody with at least one positive role model	50.0%	33.3%	100.0%	100.0%	12.5%	97.2%	▪
76.2 % of children reintegrated timely (< 12 mo.)	52.6%	74.0%	47.4%	45.6%	23.9%	54.7%	
32% of children adopted timely (< 24 mo).	14.3%	25.0%	62.5%	33.3%	41.9%	40.4%	▪
86.7% of children will experience no more than 2 placements in the first 12 mos of out of home placement	83.8%	79.1%	82.1%	78.6%	69.5%	79.1%	
91.4% of children released from custody will not re enter custody within 12 months of release date	91.8%	97.5%	89.4%	89.8%	100.0%	94.7%	▪
90% of children are placed in a family like setting	94.3%	95.4%	93.2%	91.1%	93.3%	91.9%	▪
95% of children have a case plan permanency goal that meets their needs*	94.7%	95.5%	86.4%	100.0%	97.2%	98.1%	▪
95% of children have timely permanency hearings	78.4%	84.9%	69.2%	83.6%	96.7%	88.9%	

Foster Care Contract SFY2009 July 2008 to June 2009

	R/FC Region 1	R/FC Region 2	R/FC Region 3	R/FC Region 4	R/FC Region 5	State	State meets standard
99.68% of children remain safe in out of home placement	99.8%	100.0%	99.9%	99.9%	100.0%	99.9%	▪
95% of children are safe following reintegration, adoption finalization, or guardianship	99.0%	98.6%	99.8%	99.0%	98.3%	99.0%	▪
75% of children are placed in a location that promotes continuity of family relationships and community connections	62.4%	54.3%	61.1%	50.9%	63.5%	59.1%	
90% of youth leave custody w/w at least one positive role model	95.3%	99.0%	100.0%	100.0%	100.0%	97.2%	▪
76.2 % of children reintegrated timely (< 12 mo.)	71.3%	64.0%	52.3%	58.2%	31.2%	54.7%	



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	R/FC Region 1	R/FC Region 2	R/FC Region 3	R/FC Region 4	R/FC Region 5	State	State meets standard
86.7% of children will experience no more than 2 placements in the first 12 mos of out of home placement	85.4%	80.2%	78.9%	76.2%	75.5%	79.1%	
91.4% of children released from custody will not re enter custody within 12 months of release date	95.3%	95.2%	93.8%	93.3%	97.3%	94.7%	▪
90% of children are placed in a family like setting	95.2%	91.5%	90.8%	89.1%	91.7%	91.9%	▪
95% of children have a case plan permanency goal that meets their needs*	97.8%	100.0%	97.6%	99.2%	98.7%	98.1%	▪
95% of children have timely permanency hearings	80.1%	85.5%	89.6%	88.8%	92.9%	88.9%	



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CFSR 2nd Round Outcomes	Outcomes						
	Substantial conformity for a state is based on if an outcome met 95%						
State (Total number of States = 31)	Safety Outcome 1: Children are Protected	Safety outcome 2: Children are safely maintained whenever possible	Permanency Outcome 1:Children have Permanency and Stability in their living situations	Permanency Outcome 2: Continuity of family and connections are preserved	Well Being 1:Families have enhanced capacity to meet their needs	Well Being 2: Children have appropriate services to meet their educational needs	Well Being 3: Children have adequate services to meet physical and mental health needs
Updated 8/10/09 New States	Kansas Ranking						
	2nd	8th	4th	1st	1st	9th	5th
Alabama	90.0%	80.0%	33.0%	60.0%	48.0%	84.0%	85.0%
Alaska	47.1%	38.5%	15.0%	62.5%	23.1%	76.1%	52.5%
Arizona	78.1%	63.1%	42.5%	71.1%	41.5%	77.3%	62.9%
Arkansas	76.9%	58.5%	41.0%	53.9%	27.7%	71.1%	62.3%
California	80.6%	76.9%	41.0%	79.5%	58.5%	88.0%	81.0%
Connecticut	100.0%	80.0%	32.5%	50.0%	44.6%	95.5%	87.1%
Deleware	65.6%	78.5%	42.9%	65.8%	49.2%	90.5%	82.4%
Dist. of Columbia	80.8%	81.5%	41.0%	71.8%	49.2%	88.0%	87.3%
Florida	70.0%	61.5%	34.1%	47.5%	24.6%	82.5%	61.4%
Georgia	72.0%	67.7%	42.5%	44.0%	35.0%	78.0%	68.0%
Idaho	90.0%	68.7%	46.1%	79.5%	57.8%	95.5%	88.1%
Indiana	54.5%	70.7%	37.5%	62.5%	35.3%	83.8%	75.5%
Kansas	93.8%	75.0%	52.5%	90.0%	65.6%	91.5%	85.5%
Kentucky	90.9%	76.9%	47.5%	67.5%	47.7%	87.2%	83.6%
Massachusetts	70.6%	72.3%	47.5%	75.0%	44.6%	96.0%	75.4%
Minnesota	57.9%	62.5%	58.0%	72.5%	46.9%	86.0%	77.2%
Montanna	79.3%	71.0%	32.5%	77.5%	48.4%	95.1%	67.9%
Nebraska	37.5%	52.3%	25.0%	67.5%	32.3%	76.5%	62.3%
New Mexico	87.8%	70.8%	37.5%	75.0%	63.1%	80.8%	81.2%
New York	89.7%	70.3%	40.0%	42.5%	34.4%	88.5%	84.2%
North Carolina	66.7%	73.8%	57.5%	80.0%	63.1%	96.0%	78.7%
Ohio	63.2%	75.0%	30.0%	65.0%	65.6%	87.5%	82.8%
Oklahoma	67.6%	67.7%	35.0%	60.0%	48.0%	86.0%	82.0%
Oregon	62.5%	60.0%	46.3%	70.7%	38.5%	76.9%	68.3%
Pennsylvania	57.7%	68.8%	30.8%	48.7%	35.9%	81.6%	68.9%
South Dakota	85.7%	90.8%	52.5%	80.0%	63.1%	97.4%	89.7%
Tennessee	53.3%	50.8%	27.5%	57.5%	35.4%	83.3%	66.1%
Texas	61.3%	63.1%	37.5%	62.5%	38.5%	97.1%	69.6%
Vermont	87.5%	46.9%	30.0%	65.0%	23.4%	87.8%	72.1%
West Virginia	33.3%	56.9%	27.5%	77.5%	36.9%	83.3%	68.3%
Wyoming	76.2%	67.7%	45.0%	67.5%	49.2%	97.9%	78.7%

Section 6

Quality control, measurements of contractor performance, who at SRS is responsible for oversight and control of vendor compliance with contractual obligation. Include any and all cost/benefit related information SRS maintains on the contracts, *i.e.*, whether objectives delineated in the contract have been met and at what cost (either per case or per intervention). Identify who is responsible at the agency to investigate and follow up on complaints. Explain what the complaint procedure is: who receives the complaints? Is someone specific assigned to investigate? Is there a hearing?

SRS is responsible for oversight and control of programs, service delivery and contract compliance. Children and Family Services performance management staff from both central office and the regions are responsible for providing support and accountability for the structure, methodologies and administration of quality assurance and performance improvement activities. These include case reads, data collection, analysis of outcomes and facilitated stakeholder meetings.

SRS has three types of case reviews (child protection, in home services and foster care/reintegration/adoption) each has its own review instrument, manual and reviewer guide. In addition to routine case reviews, targeted case reads are conducted as required for policy compliance or performance improvement projects. Each case is reviewed by at least two readers to assure accuracy and reader reliability. If unable to agree on the scoring of a specific case read question locally, central office staff facilitate resolution. The facilitation provides insights which may improve clarity of future questions, protocols or guides.

Stakeholder meetings are organized at the statewide and community level to involve customers and stakeholders in discussions about the delivery of Child Welfare services. Because there are similar meetings in the plan administered by Office of Judicial Administration (OJA) for improving court handling of child welfare cases, these meetings are coordinated with OJA.

Outcomes data collection and reporting is standardized to provide consistency and enable comparison throughout the Agency on a statewide basis, by SRS and Contractor Regions. Data are analyzed to determine the performance of existing processes, and to identify opportunities for improvement. Opportunities for improvement will range from those the systemic or statewide to those specific to SRS Regions, Child Welfare Case Management Providers or individual staff.

In addition the foster care system is reviewed by the federal Administration of Children and Families through Children and Family Service Reviews and subsequent program improvement plans. Kansas recently underwent a second CFSR and have negotiated our second program improvement plan. The CFSR provides information on how Kansas compares to other states in meeting national outcomes concerning child safety permanency and well being. This information is set out in the preceding chart.



SRS and law enforcement share the responsibility to receive and investigate allegations of child abuse and neglect. The Kansas Department of Health and Environment (KDHE) is responsible for assuring the quality of regulated child care. While protecting children is the goal of all three, each has a different perspective and focus. For example if a parent is adequately protecting a child injured in day care, the SRS case may close while law enforcement continues to gather evidence for a criminal prosecution and KDHE proceeds to revoke a day care license. Additionally a county or district attorney may be involved to determine whether criminal charges or a child in need of care petition are appropriate.

If a petition is filed alleging the child to be in need of care, the court will have ultimate decision making and oversight responsibility. The judge is responsible for assuring that rules established by the legislature are followed; that reasonable efforts are made to avoid separating a child from family or to timely reunite the family. Attorneys representing the state, the parents and the child are responsible for providing the court with information necessary for the court's informed decision making.

Complaints may be received by any and sometimes all professionals involved in a case. Each contractor has a process and staff available to receive, investigate and resolve consumer complaints. SRS oversees all contract activity and functions including responsiveness to consumer complaints. Contractors are required to inform SRS within 5 business days from the date a complaint is received of both the complaint and the response. Complaints made directly to SRS are routed to the responsible region or contractor by customer service staff who assure that each complaint is investigated and receives appropriate attention. The customer service program manager is responsible for identifying trends or systemic problems.

Complaints are often rooted in unhappiness with the legal process discussed in detail in section 7 of this document.

Cost/benefit analysis and performance outcome information is provided in sections 4 and 5.

Section 7

Policy guidelines and procedures for removal of children from parents and foster parents. What are the time requirements to document emergency removals?

The child protection and foster care system is governed by the Kansas Code for Care of Children. This legislation was enacted by the Kansas legislature in 1982 and revised in 2006. It is a careful and intricate design of checks, balances and partnerships that help safeguard the rights of parents while protecting children from harm.

Law enforcement and SRS are responsible for receiving and investigating reports of suspected child abuse and neglect when community members become concerned. When assessing a report of abuse/neglect and conducting the investigation it is always necessary to balance the harm described in the report with the likely harm created by state intervention into the life of the family.

SRS typically takes the lead in investigating reported abuse/neglect during business hours Monday through Friday. If the report involves serious injury or an emergency needing immediate action to remove the child from danger, law enforcement will be notified. In these situations law enforcement participates with SRS in responding to the report and conducting the investigation. Law enforcement may decide to remove the child into protective custody. The shared responsibility between law enforcement and SRS also ensures that evidence sufficient for a criminal prosecution is preserved.

Law enforcement responds to reports of abuse/neglect after hours and on weekends if the abuse/neglect information reported is determined to be an emergency requiring immediate intervention. Law Enforcement is also frequently called upon to respond to reports of non abuse/neglect incidents, such as a child being truant or a significant conflict between a parent and an older child .

SRS social workers do not have the authority to remove a child from their home or to take children into protective custody unless authorized by court order. Only law enforcement have the authority to remove children or take children into custody without a court order. Thus any time an immediate risk to a child is identified, law enforcement must decide whether or not to take the child into protective custody. Only when a child is in imminent danger and cannot otherwise be protected will SRS request that law enforcement consider protective custody or request a county or district attorney consider involving the court. (See below for more detail) A significant number of youth taken into protective custody by law enforcement are not at risk for abuse or neglect situations. These youth may be in conflict with home, school or community.

After an endangered child or out of control youth is taken into police protective custody, a court hearing must take place within 72 hours (exclusive of weekends and holidays) to determine

whether the child stays in custody or is returned home. The court hearing process is described in more detail below.

The investigation of a reported abuse/neglect situation may identify a child in need of care even though the presenting situation isn't an emergency. In these situations an SRS social worker will meet with the child, family and others to determine whether services to the family are appropriate and whether there are risks to the child's safety. If the social worker and supervisor agree that the assessment indicates removal from the home is necessary to protect the child, the process outlined below is followed.

Children enter the foster care system through a petition filed, usually, by a county or district attorney representing the state. The court determines whether the child must be removed or whether additional efforts should be made to maintain the child in the home. Because separation from family is traumatic for children, the judge must specifically find that reasonable efforts have been made to prevent separation of child from parent **and** that it is contrary to the child's welfare to remain in the home. These requirements are intended to highlight the significant price paid by a child when removed from the care of a parent. Parents who are unable to afford an attorney, are entitled to appointed counsel. The best interests of the child is represented by an attorney serving as a guardian ad litem. Grandparents receive notice and are entitled to participate but are not entitled to a court appointed attorney.

Process required to place a child in the custody of the Secretary:

- Case is reviewed with the prosecutor, a county or district attorney.
- The prosecutor decides whether or not to file a petition requesting the judge find that out of home placement is in the child's best interests.
- When a petition is filed, the court sets a date for the hearing and notifies parents, grandparents and, if different, person with whom the child was living.
- If the child is in protective custody already, notice and hearing must take place within 72 hours of the child being removed from the home. Protective custody may have been initiated by law enforcement or by ex parte order of the court.
- After the hearing, the judge may dismiss the petition or order the child be placed in temporary custody of the other parent, another relative, a person close to the child or the Secretary.
- If the judge orders the child be placed into custody, a hearing is set for within 60 days to determine whether the child is in need of care

When a child is placed in the custody of the Secretary, oversight by the court continues. Court oversight and the Secretary's authority are defined by the legislature. For example:

- The court may recommend or eliminate a specific placement, however the court may not order a specific placement.

- Unless there is an emergency, a child placed with a relative or in any placement for 6 months or longer, can't be moved by the Secretary without consent of all concerned or the approval of the court.
- Any time a child is removed from a placement, agency policy requires the court to be informed within 24 hours.
- Reports are provided to the court by the Secretary at least every six months. The reports inform the court of efforts being made to reintegrate the child with family.
- Face to face hearing before the court must occur at least annually and often take place more frequently.

The framework for open communication among those involved in a child's life is set by Kansas statutes and regulations, federal requirements and the terms of the contracts between SRS and private providers. Communication at the community level is essential in order to drive appropriate outcomes for children.

Good outcomes for individual children depend upon systemic accountability. Kansas recently completed the second Children and Family Services Review and next year will undergo a federal audit for compliance with the conditions for receipt of federal funds. Success in both reviews requires collaboration with the judicial branch and ongoing oversight through internal quality assurance processes.

Our priorities for children who come to the department's attention are clear:

- safely maintain with family
- quickly return to family

When neither priority is a safe option within a child's sense of time, we attempt to provide another permanent family.

Within the checks and balances the legislature has provided, with our partners, under the oversight of the court, we work for the well being of each child. Each child is entitled to continue achieving the normal developmental milestones of childhood. This very complicated child welfare system is successful to the extent each child is successful at the work of childhood: growing into a self sufficient adult able to parent the next generation.

Children and Family Services Policy and Procedure Manual.
Section 2472 Requests to County or District Attorney for Order of Protective Custody

It is the policy of the department that the department will not seek custody of a child unless it is determined that the child cannot remain safely at home.



The criteria for requesting law enforcement protective custody or an ex parte order to SRS is documented on the CFS 2030 B, Safety Assessment, Section IV. If a child has not been abandoned, responses to the following three questions must be “Yes” before SRS requests law enforcement protective custody or ex-parte order of custody:

Is the child in imminent danger?

Does the perpetrator have access to the child?

Is there a non abusing parent unable to protect the child?

Abandonment means "to forsake, desert or cease providing care for the child without making appropriate provisions for substitute care." For purposes of determining whether a child has been abandoned, the following guidelines are provided: A child has been forsaken or deserted if the whereabouts of both parents is unknown after reasonable efforts to locate them or there is credible evidence of a parent's stated or apparent intent not to resume the relationship with the child. If either parent is willing to accept care of the child, the child is not abandoned.

A parent has not made adequate provisions for substitute care if the parent:

- Has failed or refused to care for the child for a period of time which is inconsistent with the child's condition or developmental status;
- has failed or refused to provide adequate care for the child by an alternative care giver; or
- the child was placed by a parent in the care of a person who is unwilling or unable to continue the care of the child, and the parent has failed or refused to resume care of the child for a period of time which is inconsistent with the child's age, condition or developmental status.

Imminent danger means a danger which is about to happen. Imminent implies more than speculation but less than certainty. An event is imminent if a reasonable person using common sense, training or experience concludes an event will occur without delay unless there is prompt intervention. Usually, this means "until actions can be taken which can reasonably ensure the child's safety". The danger refers to any physical injury or other act which will so traumatize the child as not to be reversible. Fear alone is not reason to request protective custody unless it is extreme the child's fear of not being placed in protective custody is likely to result in long-term serious harm.

Non-abusing parent is unable to protect child:

Inability to protect child may be due to drug/alcohol dependency, physical and/or mental impairment, inability to protect self from abuse, or unwillingness. Regarding alleged perpetrator having access to child, access can include residing in the same home and unwilling to leave, refusal of family members to seek court order excluding alleged perpetrator, parent or other care giver not believing the child, custodial orders, and similar reasons.



Emergency removals from foster homes, like all case decisions, are required to be documented as quickly as possible in order to assure the most accurate and complete information is available for completing court reports, case review and to assure continuity of care.

Unless an emergency exists, SRS does not have the authority to move a child who is placed in the custody of the Secretary placed with a relative or has been in any placement 6 months or more without court approval except for move to a prospective adoptive home. (K.S.A. 38-2258, 2259).

It is the policy of the department that a decision whether to remove a child who is in the custody of the Secretary of SRS from a foster home or residential facility (temporarily or permanently) should be based on the best interests of the child.

Documentation is the foundation for professional accountability. K.S.A. 38-2259 requires that an emergency change of placement be reported to the court "at the earliest practical time." SRS policy requires this notice be provided within 24 hours.



Section 8

Does SRS review the contractors' financial statements to assure that state unemployment taxes, Workers' Compensation and state taxes are paid and that caseworkers carry professional malpractice insurance with the State of Kansas named as an additional insured?

The Foster Care contractors and the Family Preservation contractors are independent contractors incorporated in the State of Kansas as 501(c)3 Corporations. Prior to awarding contracts, the Division of Purchases confirms tax status of all potential contractors and subcontractors. KSA 75-3740-(c) allows the Director of Purchases to reject the bid of any bidder who is in arrears on taxes due the State of Kansas. 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.

Additionally the Contractors certify to the Department of Administration that, should it be awarded a contract by the State, they will comply with all applicable federal and state laws. Department of Revenue collects taxes from these corporations and takes any appropriate action to track amounts due and collect taxes timely like they do for any business.

As part of the contract requirements, each contractor tracks revenues and expenses applicable to the contracts separately from the organization's other business operations. Additionally, if an organization is awarded contracts for more than one region, revenues and expenses are tracked separately for each region. Contractors submit a copy of their annual certified public audit of the organization within 180 days of the organization's fiscal year end to SRS for review. These audit reports include separate audited income statements for each contract and any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract. In addition, the foster care contractors submit quarterly fiscal reports in Microsoft Excel. The reports include a current balance sheet and a year to date income statement for the contract operations.

These financial statements are reviewed to assure financial stability, good business operations, and to compare estimated revenues and costs from the bid process to actual revenues and expenses. They are not specifically reviewed to determine if state income taxes are paid, if state unemployment taxes are paid, or if worker's compensation taxes are paid. SRS does not track any of the independent contractors that we do business with at this level since other state systems are in place to assure taxes are remitted.



Malpractice insurance is required and the Division of Purchases verifies for the following areas:

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

Contract award may be contingent upon proof of insurance.

Additionally the contractor agrees to 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.

Finally, the contractor is independent and both parties to the contract are explicitly 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.