#### INDIANA DEPARTMENT OF CHILD SERVICES

**Request for Proposal to Provide:** 

**Healthy Families Indiana** 

**Response Due Date:** 

**June 4<sup>th</sup>**, 2012

#### **SECTION ONE**

## 1.0 GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

#### 1.1 INTRODUCTION

The Department of Child Services (DCS), is requesting proposals to ensure child abuse prevention services are available in all 92 counties. It is the intent of DCS to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is a competitive process for providers who are accredited by Healthy Families America. This RFP is being posted to the DCS website (<a href="www.in.gov/dcs/">www.in.gov/dcs/</a>) for downloading. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

#### 1.2 PURPOSE OF THE RFP

The purpose of this RFP is to select Healthy Families Indiana (HFI) vendors/providers that can satisfy the DCS need for the provision of prevention services to all 92 counties. HFI is a voluntary program designed to promote healthy families and healthy children through a variety of services. Agencies must be in compliance with local and state requirements, as well as, be nationally accredited with Healthy Families America.

#### Service Standards

Respondents are expected to propose services in accordance with the Healthy Families America accreditation standards. Respondents should be sure the program and budget are outlined in detail in the service narrative and budget worksheets. In addition to these Critical Elements, each respondent should be prepared to follow all Healthy Families Indiana policies and procedures outlined in the Healthy Families Indiana Policy Manual.

#### 1.3 SUMMARY SCOPE OF WORK

Contractors chosen will be expected to provide services in a manner that is consistent with the Healthy Families America Critical Elements (Attachment A). These specifications include but are not limited to, length, quality and type of service, qualifications of staff, documentation requirements, as well as program reports and evaluation.

#### 1.4 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing by the deadline of **10:00am Eastern Time** on **May 11, 2012**. Questions/Inquiries may be submitted via email (<a href="mailto:preventionquestions@dcs.in.gov">preventionquestions@dcs.in.gov</a>) and must be received by The Department of Child Services by the time and date indicated above.

Following the question/inquiry due date, the Department of Child Services personnel will compile a list of the questions/inquiries submitted by Respondents. The responses will be posted to the Department of Child Services website according to the RFP timetable established in Section 1.14. Only answers posted on the Department of Child Services website (www.in.gov/dcs/) will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the Department of Child Services website. If such an addendum issuance is necessary, the Department of Child Services may extend the due date and time of proposals to accommodate such additional information requirements, if required.

#### 1.5 PRE-PROPOSAL CONFERENCE (Bidders Conference)

A pre-proposal conference will be held on May 4th, from 2:00pm to 4:00pm. in the <u>Indiana Government Center Conference Center South, Auditorium, 302 West Washington St., Indianapolis, IN 46204</u>. Attendance is not mandatory, but highly recommended.

#### 1.6 DUE DATE FOR PROPOSALS

To be considered, proposals must be submitted electronically through the Proposal Portal AND the original signed copy must be mailed to:

Department of Child Services ATTN: Andrea Preston 302 West Washington Street, MS 47 Indianapolis, IN 46204

All electronic copies of the proposal must be submitted online at (http://financials.dcs.in.gov/Public/RFP/RequestAvailable.aspx) on or before 10:00 am on 06/04/12 with the original copy postmarked by 06/04/12.

Any proposal not submitted electronically and postmarked by 06/04/2012 will not be considered. Any late proposals will be returned, unopened to the respondent upon request. All proposals rejected due to not meeting the deadline and not claimed within 30 days of the proposal due date will be destroyed.

## 1.7 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Department of Child Services or its appointed representatives will initiate and facilitate all discussions. Any information gathered through oral discussions must be confirmed in writing.

#### 1.8 REFERENCE SITE VISITS

If awarded a contract, the Agency will consent to annual visits by the Healthy Families Indiana Quality Assurance team. This will include, but is not limited to an onsite visit where the Agency's quality assurance plan is assessed by the team for review and feedback. Such site visits aides the agency in maintaining compliance with Healthy Families America and Indiana.

#### 1.9 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with multiple Respondent(s) to fulfill the requirements in this RFP.

The term of the contract shall be for a period of 24 months, beginning September 1, 2012 and ending August 31, 2014. The state <u>may</u> exercise the option to extend contracts for up to two years.

#### 1.10 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must place all confidential documents in a sealed envelope clearly marked "Confidential" and must indicate on the outside of that envelope that confidential materials are included. The Respondent must also specify the statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, DCS will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the General Counsel for the Department of Child Services. Prices are not confidential information.

#### 1.11 SECRETARY OF STATE REGISTRATION

If awarded a contract, the Respondent will be required to register with the Agency's legal name, and be in good standing, with the Secretary of State. This legal name must be used on all documents included in the proposal process. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana Corporation Division 402 West Washington Street, E018 Indianapolis, IN 46204 (317) 232-6576 www.in.gov/sos

**Note:** When you complete the application, the agency's legal name must match the registered name with the Secretary of State. If it does not and that agency is selected for a contract, the contract will be delayed until this is resolved.

Before contracts are moved through the signature process they must pass review by the Department of Workforce Development (DWD) and Department of Revenue (DOR). If an agency that is accepted for a contract by DCS has unpaid unemployment insurance or unpaid taxes to the State, the contract will be held until these issues are resolved. Any issues must be resolved with DWD/DOR. It is extremely important that all agencies are aware of this review to prevent delays in the timely execution of the contract.

#### 1.12 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that the respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist. If such liabilities are discovered, the State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State. If, in an audit or review by the State, it is discovered that there is a non-compliance issue with either the service standard or the contract, the State may elect to impose a financial penalty.

#### 1.13 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq. and 47 U.S.C. 225).

#### 1.14 SUMMARY OF MILESTONES

Key RFP Dates: Activity	Date			
Issue of RFP	April 23, 2012			
Bidders Conference	May 4, 2012			
Deadline to Submit Written Questions	May 11, 2012 at 10:00 am			
Answers to Vendor questions posted on DCS website	May 18, 2012			
Submission of Proposals	June 4, 2012 at 10:00 am			
The following timeline is only an illustration of the RFP process. The dates associated with each				
step are not to be considered binding. Due to the unpredictable nature of the evaluation period,				
these dates are commonly subject to change.				
Proposal Evaluation	June 4, 2012-June 8, 2012			
Notification of Awards	June 11, 2012			
Preparation of Contracts	June 11, 2012-July 31, 2012			
Contract Signature Process	August 1, 2012-August 31, 2012			
Contract Activation	September 1, 2012			

# SECTION TWO Healthy Families Indiana Program Proposal

#### 2.0 PROPOSAL PREPARATION INSTRUCTIONS

#### 2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. The proposal will be submitted electronically from <a href="www.in.gov/dcs">www.in.gov/dcs</a> with a hardcopy mailed to the DCS central office. (See Attachment C instructions on electronic submission).

Each Program Proposal must include:

- 1. Application: The application is prepared online through <a href="www.in.gov/dcs">www.in.gov/dcs</a>. It includes agency information, geographic area to be covered and proposed unit rates.
- 2. Provider Narrative: The Provider Narrative template must be used (Attachment D). This portion of the proposal allows the applicant to provide detailed information about the overall agency.
- 3. Service Narrative: The Service Narrative template must be used (Attachment E). This portion of the proposal allows the applicant to provide specific information regarding the proposed service.
- 4. Budget Worksheets: The Budget Worksheets must be completed using the template (Attachment G).

Respondents will be required to print the Program Proposal from the Proposal Portal website and sign the application in blue ink. This application and all of the submitted attachments should be mailed as indicated in the table below.

Note: Respondents will submit only one proposal for all counties/regions to be served. <u>Please</u> submit a budget for each proposed county.

The RFP submissions must include the following:

	Submitted Electronically by	Submitted Signed Hard
	06/04/2012 by 10:00 am	Copy postmarked by 10:00
		am on 06/04/2012
Application		
Attachment D – Provider		
Narrative		
Attachment E – Service		
Narrative		
Attachment G – Budget		
Worksheets		

Prior to submitting the proposal, it is vital that the proposal be reviewed to ensure that all required information is included.

Proposals cannot be submitted electronically without the required program narrative and budget worksheets. All proposals must be submitted in entirety through the website (<a href="http://www.in.gov/dcs/3359.htm">http://www.in.gov/dcs/3359.htm</a>) no later than June 4th, 2012 by 10:00 am and a hard copy post marked no later than May 29, 2012.

#### 2.2 APPLICATION

The application is prepared online through <a href="www.in.gov/dcs">www.in.gov/dcs</a>. It includes agency information, geographic area to be covered and proposed services with corresponding unit rates. It also includes the certification that the respondent agrees to the Assurances (Attachment I), Sample Contract (Attachment J), Child Welfare Principles (Attachment H) and Critical Elements (Attachment A). The application should be signed by a person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions.

#### 2.3 PROVIDER NARRATIVE AND SERVICE NARRATIVE

The Provider Narrative (Attachment D) and Service Narrative (Attachment E) must utilize the provided templates. Each program proposal will include one Provider Narrative which should include information specific to the agency as a whole and will outline the specific services to be delivered. Each program proposal will include one Service Narrative which should include information specific to the services proposed by the agency.

Proposals must identify and meet service components in the Critical Elements (See Attachment A). Proposals must demonstrate the organizational and procedural structure that are necessary to deliver the services proposed.

#### 2.5 BUDGET WORKSHEETS

DCS has set maximum rates for each billable unit. Providers will submit their proposed rates in the online Application. The Budget Worksheets are required (Attachment G).

#### **SECTION THREE**

#### PROPOSAL EVALUATION

#### 3.1 PROPOSAL EVALUATION PROCEDURE

The State will select a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Department of Child Services designee will, in the exercise of sole discretion, determine which proposals offer the best means of servicing the interests of the State.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 1. Each proposal will be evaluated for adherence to requirements and Assurances on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 2. Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3. If technical proposals are close to equal, greater weight may be given to price
- 4. Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by the Department of Child Services for further action, such as contract negotiations. If, however, the Department of Child Services decides that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a

proposal is selected and it is not possible to consummate a contract with the Respondent, the Department of Child Services may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists. The State may also choose multiple respondents to provide services.

#### 3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. (Attachment K). The points associated with each category are indicated following the category name (total maximum points = 100). If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

NDIANA GRANGE CHILD SERVICES Proposal Scoring Tool		
Provider: Scorer:		
Service:   Date:/_		
<ol> <li>Instructions:         <ol> <li>Questions contained in Step 1 are Pass/Fail.</li> <li>Please complete one score sheet for each proposal.</li> <li>Remember to rate each statement listed on the score sheet. If you believe the proposal described in the statement, mark as "0".</li> </ol> </li> <li>The leader of the scoring meeting will collect the evaluations completed by all evaluating confidentiality forms signed by each member</li> </ol>		
Summary of Evaluation Criteria	Sco	re
Step 1		
Adherence to Mandatory Requirements (followed instructions and standard format)	(circle one) PASS	FAIL
2. Application Pages signed <i>in blue ink</i> .	(circle one) PASS	FAIL
Budget Section (20 Points Total)		
Budget Worksheets: This section needs to have all worksheets filled out completely and accurately making sure to include affiliation fees, administrative cap, and accreditation (20 points)		/20
Step 2		
Provider Narrative scoring (20 Points Total)	•	
1. The Provider Narrative: This section should cover all important history and development the organization to date, along with including the organizational chart including Board of Directors and any other affiliates. (10 points)		/10
2. The Provider Narrative documents that the agency/provider historically has had an acce working relationship with the local DCS or other community agencies, if there is no priorelationship with the DCS. (10 points)		/10
Service Narrative Scoring (60 points Total)		
1. The Service Narrative describe the referral and admission process and includes procedure/methods for a guaranteed time frame for initiation of services, protocols are included. (10 points)		/10
2. The Service Narrative defines the target population, the geographical service area, and		

	provides the projected number of clients the Provider/Agency intends to serve. The capacity described in the narrative meets the needs of the region. (20 points)	/20
3.	The Service Narrative describes the method or model of services that will be provided. It is consistent with DCS service principles, HFA Critical Elements and HFI Policy Manual. (20 points)	/20
4.	Proposal describes adherence to Quality Assurance, discuss any corrective action plans undertaken, and any outcomes that should be highlighted. (10 points)	/10
ST	EP 2 TOTAL POINTS	/100
	mments:	
Eva	luator Signature Date	

The Department of Child Services designee will, in the exercise of sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final. DCS reserves the right to contract with multiple respondents for the same service within the same region & local office.

#### **SECTION FOUR**

#### OTHER INFORMATION

#### 4.1 MONTHLY REPORTS

All direct services/information provided to a family are to be documented in the DCS approved database. All HFI sites are required to have internet access to send and receive mandatory information. All HFI staff using the database are required to be trained on proper use of the database and assigned an appropriate password. Services/information to be documented in the database, include but not limited to: assessment, maternal record screen, target child data, home visits, Ages and Stages Questionnaire Developmental Screen, Individual Family Support Plan, Well Child, Immunization, referrals, medical provider information for family and child, and all other required fields (in adherence to the HFI policy manual). Entering all data in a timely manner is very important. All home visit reports, referrals, Incident Reports, and secondary activities are to be entered within one (1) week of activity. All assessments are due in Home Visit Tracking Information System within two (2) days of completion. All secondary's and referrals are due within (one) 1 week. All documentation should be verified for billing purposed by the end of the month in which they are collected. HFI staff are to enter all known information. Assigned local staff and supervisors will routinely monitor the data, watching for missing information/blank data fields and incorrect information.

All reports and collected information will be entered by the agency into the DCS' approved database. The agency also agrees to prepare, maintain, and timely provide to DCS, upon request, any case record documentation, statistical reports, program reports, service information reports, client data and service data reports, outcome monitoring reports, etc.

## **SECTION FIVE**

## **ATTACHMENTS**

A	Critical Elements	Critical Elements: Healthy Families America
В	<b>Budget Worksheets</b>	
C	Application	Instruction on how to complete the
		electronic Application
D	<b>Provider Narrative</b>	
E	Service Narrative	
F	Assurances	For your information. A signed Application certifies the Assurances.
G	Sample Contract	Sample only
H	Proposal Scoring Tool	Tool that DCS staff will use to score the proposals
Ι	Federal Selected	For your information. Expenses that are
	<b>Disallowed Expenses</b>	not allowed.

# **ATTACHMENT A: Critical Elements According to Healthy Families America**

#### Critical Elements

The Healthy Families America approach includes a series of service elements that have been identified through research as associated with desirable family outcomes. These are known as the "Critical Elements" for effective home visitor services to comply with national standards.

- 1. Initiate services prenatally or at birth.
- 2. Use a standardized (i.e., in a consistent way for all families) assessment tool to systematically identify families who are most in need of services. This tool should assess the presence of various factors associated with increased risk for negative childhood outcomes (i.e., social isolation, substance abuse, and parental history of abuse in childhood).
- 3. State clearly that families' participation is voluntary and use positive, persistent outreach efforts to build family trust.
- 4. Offer services intensely (i.e., at least once a week) with well-defined criteria for increasing or decreasing intensity of service over the long term (i.e., three to five years).
- 5. Services should be culturally competent in order that staff understands, acknowledges, and respects cultural differences among participants. Materials used should reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.
- 6. Services should focus on supporting the parent as well as supporting parent-child interaction and child development.
- 7. At a minimum, all families should be linked to a medical provider to assure timely immunizations and well-child care. Depending on a family's needs, it may also be linked to additional services such as financial, food and housing assistance programs, school readiness programs, child care, job training programs, family support centers, substance abuse treatment programs, and domestic violence shelters.
- 8. Services should be provided by staff with limited caseloads to assure that home visitors have an adequate amount of time to spend with each family to meet their varying needs and to plan for future activities (i.e., for most communities, no more than 15 families per home visitor on the most intensive service level. For some communities, the number may need to be significantly lower (e.g., less than 10).
- 9. Service providers should be selected because of their personal characteristics (i.e., non-judgmental, compassionate, ability to establish a trusting relationship, etc.), their willingness to work in or their experience working with culturally diverse communities, and their skills to do the job.
- 10. Service providers should have a framework, based on education or experience for handling the variety of experiences they may encounter when working with at-risk families. All service providers should receive basic training in areas such as: cultural competency, substance abuse, reporting child abuse, domestic violence, drug-exposed infants, and existing services in their community,

- 11. Service providers should receive intensive training specific to their role to understand the essential components of family assessment and home visitation. These should include, but are not limited to identifying at-risk assessment, offering services and making referrals, utilizing creative outreach efforts, establishing and maintaining trust with families, building upon family strengths, developing a family support plan, observing parent-child interactions, determining the safety of the home, teaching parent-child interaction, managing crisis situations, etc.
- 12. Service providers should receive ongoing, effective supervision so that they are able to develop realistic and effective plans to empower families to meet their objectives, to understand why a family may not be making progress and how to work with the family more effectively; and to express their concerns and frustrations so that they can see that they are making a difference in order to avoid stress-related burnout.

In addition to these Critical Elements, each respondent should be prepared to follow all Healthy Families Indiana policies and procedures outlined in the Healthy Families Indiana Policy Manual.

## **Budget**

Funding Period September 1<sup>st</sup>, 2012 - August 31<sup>st</sup>, 2014

Please complete the budget template for one year. This budget will be used for both years of the contract.

Note: This year's allocation is based on a 3% increase over last year's allocation.

**County Allocations Chart** 

County A	2012 2013	arı	2042 2042
County	2012-2013 Allocation	County	2012-2013 Allocation
Adams	\$240,148.63	Henry	\$125,749.61
Allen	\$2,022,154.77	Howard	\$401,728.85
Bartholomew	\$256,414.39	Huntington	\$178,157.04
Benton	\$50,484.42	Jackson	\$235,518.78
Blackford	\$54,551.89	Jasper	\$153,225.89
Boone	\$81,695.48	Jay	\$117,103.79
Brown	\$52,780.29	Jefferson	\$102,909.36
Carrol	\$47,076.15	Jennings	\$121,473.05
Cass	\$244,528.19	Johnson	\$225,948.02
Clark	\$343,800.62	Knox	\$185,555.54
Clay	\$133,933.99	Kosciusko	\$227,821.59
Clinton	\$169,890.26	LaGrange	\$183,636.65
Crawford	\$62,674.47	Lake County	\$1,574,794.85
Daviess	\$195,158.23	LaPorte	\$403,594.18
Dearborn	\$134,735.33	Lawrence	\$163,817.38
Decatur	\$158,934.15	Madison	\$368,394.96
DeKalb	\$123,610.30	Marion County	\$5,780,376.64
Delaware	\$394,873.17	Marshall	\$131,286.89
DuBois	\$124,772.14	Martin	\$34,749.11
Elkhart	\$603,992.02	Miami	\$313,821.44
Fayette	\$101,672.33	Monroe	\$375,734.74
Floyd	\$212,138.81	Montgomery	\$139,733.92
Fountain	\$97,292.77	Morgan	\$236,983.44
Franklin	\$75,582.43	Newton	\$71,639.59
Fulton	\$132,421.95	Noble	\$178,022.11
Gibson	\$197,189.39	Ohio	\$14,960.75
Grant	\$347,851.61	Orange	\$110,853.75
Greene	\$127,624.21	Owen	\$79,315.15
Hamilton	\$300,283.12	Parke	\$74,543.16
Hancock	\$203,406.47	Perry	\$104,349.30
Harrison	\$117,508.58	Pike	\$68,011.93
Hendricks	\$164,570.31	Porter	\$318,599.61

County	2012-2013 Allocation
Posey	\$55,909.43
Pulaski	\$123,540.26
Putnam	\$164,041.92
Randolph	\$97,354.57
Ripley	\$95,791.03
Rush	\$66,165.14
Scott	\$134,708.55
Shelby	\$333,902.32
Spencer	\$58,284.61
St. Joseph	\$767,662.11
Starke	\$213,538.58
Steuben	\$93,873.17
Oteuberr	700,010121
Sullivan	\$63,439.76
Switzerland	\$47,869.25
Tippecanoe	\$553,448.89
Tipton	\$42,325.79
Union	\$27,510.27
Vanderburgh	\$568,117.12
Vermillion	\$44,245.71
Vigo	\$425,253.02
Wabash	\$148,099.58
11454611	, ,
Warren	\$50,457.64
Warrick	\$104,892.11
Washington	\$136,969.40
Wayne	\$194,237.41
Wells	\$105,346.34
White	\$196,063.60
Whitley	\$131,441.39
,	

UNIT RATE FORMULAS				
	FORMULA WORKS	HEET:		
EXAMPLE:				
Assessment Rate = Projected number of Assessments per month $x$ 12 = total number of assessments to be completed. Add salaries of assessment staff + percent of program costs for Assessment = Total Costs of Assessments Divided by number of Assessments = Unit Rate \$				
Home Visiting Rate = Number of Home visiting staff $x$ number of families per month $x$ 12 = total number of families, Subtract cost of Assessment from total budget. Divide remaining budget by number of families = Home Visiting Rate \$				
# of Families to assess:# of HFI (long-term) families:# of short term: families				
# of existing staff: # of projected new hires:				
Projected expenditu	ıres September 1, 2012 – Augus	st 31, 201	.3:	
	UNIT RATE PER FAMILY	PER MON	тн	
	Current Rate:		Proposed Rate:	
Assessments:				
Long Term:				
Short Term:				

#### **UNIT RATE/ASSESSMENT GUIDELINES:**

- DCS maximum rate for Assessment is \$350.00 per assessment
- Programs are permitted a minimum of .25 FTE Assessment staff.
- Outreach for Assessment guidelines will be changed to state that the activity level be a minimum of 3 'aggressive' attempts and a maximum of 8 total attempts to contact families. Total attempts refers to the total number of contacts with the family including communication for the purposes of setting an appointment, such as phone calls, letters, etc.
- DCS maximum rate for Long Term Home Visiting is \$386.00.
- DCS maximum rate Short Term Home Visiting is \$386.00.

NOTE: Administrative personnel costs should never exceed 15%. Program managers should not be considered administrative costs. Program Managers should be included in Direct Costs.

Program Title:_ <u>H</u> e Funding Period: F			2012 to Aug	ust 31, 2	_ 2014		
A. Personnel							
1. Salaries & Wages			Wages	2. Fringe Benefits			
(A)  Position/Job Title*  *Please list each s position individua		(B) Average # of Hours/ Month for Program	(C) Salary/ Wage per month for Program	(D) # of Mont hs (1- 12)	(E) Salary/ Wage For Program	(F) Fringe Benefit Rate	(G) Fringe Benefit Cost
		Total	Salaries and	Wages:		Total Fringe:	
 3. Consultant	and Co	ntract Serv	ices				
(A)		(B)	(C)	(D)	(E)	-	
						_	
						_	
			Consultant ntract Service			<u></u>	
(H) Full-Time Equ	ivalent	s by Positic					
	ogram				FSS:		

FRS Supervisor:

**FSS Supervisor:** 

FRS:

Other (please specify):

Total FTE (including all staff):

#### **BUDGET JUSTIFICATION WORKSHEET**

Program Title: <u>Healthy Families</u> Funding Period: From September 1, 2012 to August 31, 2014
Budget (Continued)
B. Direct Costs (Continued)
4. Travel (Compute Staff and client costs separately) Calculations/Descriptions:
5. Include Separate Totals For 5a and 5b here. (Identify a separate total cost for Marketing and Communications expenses.)
5a. <b>Consumable Supplies &amp; Printing</b> (Justify by type of expense) Calculations/Descriptions:
5b. Marketing and Communications (Justify by type of expense) Calculations/Descriptions:
6. Staff Training (Show factors included and computation) Calculations/Descriptions:
7. Telephone:
Postage: Total:
8. Rental/Lease/Prorated Share of Equipment Purchase Calculations/Descriptions:
9. Other Administrative Expenses Calculations/Descriptions:

10. Other Direct Costs—Specify (This category cannot exceed 5% of the total
request)
Calculations/Descriptions:
C. Indirect Costs (List each indirect cost separately. See instructions re: non-
allowable expenses
Compute your Actual Indirect Cost % (Total Indirect Costs / Total Direct
Costs = Percentage)
1. Accounting Services
Calculations/Descriptions:
2. Other Indirect Costs (Attach itemization if more space is needed.)
Calculations/Descriptions:

## INDIANA DEPARTMENT OF CHILD SERVICES BUDGET SUMMARY

Agency Name:		
_	INDIANA DEPARTMENT OF CHILD SERVICES	

BUDGET SUMMARY		
(a) September 1, 2012 – August 31, 2013		
(a) September 1, 2012 Magast 31, 2013	Total Proposed Program	
	Total Proposed Program Costs	
	(totals from worksheets)	
A. Personnel		
*1. Salaries & Wages		
*2. Fringe Benefits		
*3. Consultant & Contract Services		
B. Other Direct Costs		
*1. Travel Expenses a. Staff b. Clients		
*2. Consumable Supplies & Printing and Marketing and Communications		
*2. Staff Training		
*3. Telephone & Postage		
*4. Insurance		
*5. Space Costs (Rent, Utilities Custodial)		
*7. Rental/Lease/Prorated Share of Equipment Purchase (Per instructions)		
*8. Other Administrative Expenses		
*9. Other – Specify		
C. Indirect Costs (Actual % of Direct Cost)		
*1. Accounting Services		
*2. Other (See Worksheet Justification)		
D. TOTAL PROGRAM COSTS		

# KidTraks Child Welfare Financial System

Request for Proposal (RFP) User Guide

Last Updated: 12/15/2010

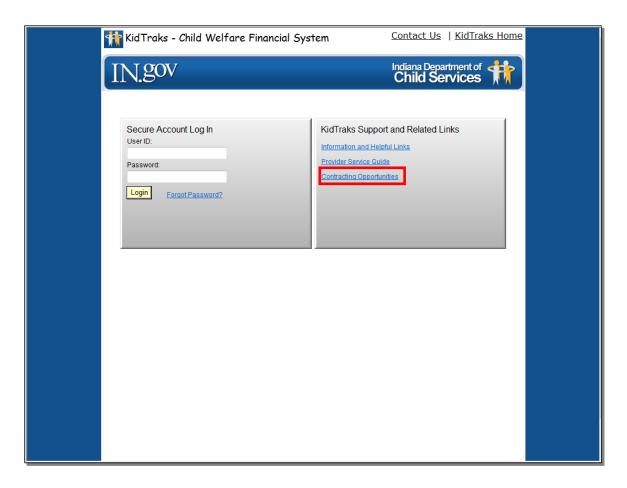
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#### **Section 2. Introduction**

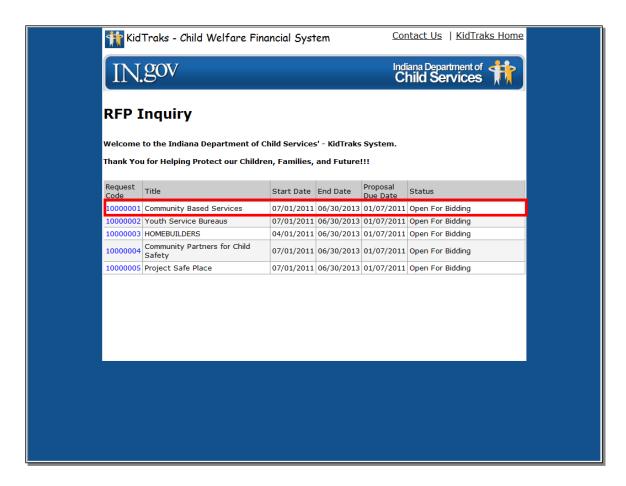
DCS KidTraks now offers online access to Request for Proposals (RFPs) including the ability to submit proposals online.

Vendors may access a listing of DCS contracts currently open for bid via the *Request for Proposal (RFP) Inquiry Page* which is linked as *Contract Opportunities* on the *KidTraks Login Page* or directly via the following link: https://financials.dcs.in.gov/Public/RFP/RequestAvailable.aspx.



#### **Section 3. View Listing of Contract Opportunities**

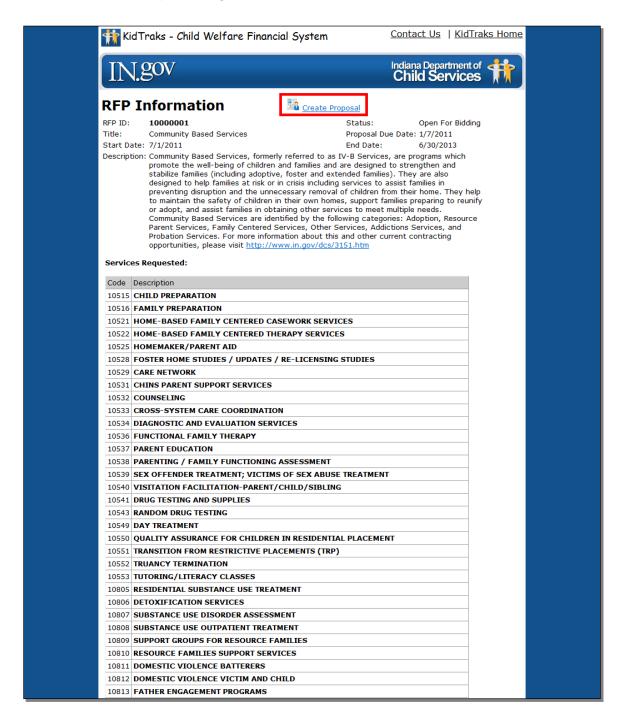
To view the individual details for each RFP and to begin the online proposal submission process, click on the RFP ID which corresponds with the Title of interest. Also included in the RFP Table are contract Start Date, End Date, and Proposal Due Date columns. Note that each RFP has a Status indicating whether the RFP is Open for Bidding or Closed. Proposals may only be submitted for those RFPs that are designated as Open for Bidding.



Once the desired RFP has been accessed, the applicant will be transferred to the *RFP Information Page*. Here the applicant will be able to view more details about the chosen RFP including a description and the *Service Standards* associated with the chosen RFP.

Note: There may be one or more *Service Standards* listed for a given RFP. Our example below includes 32 *Service Standards*.

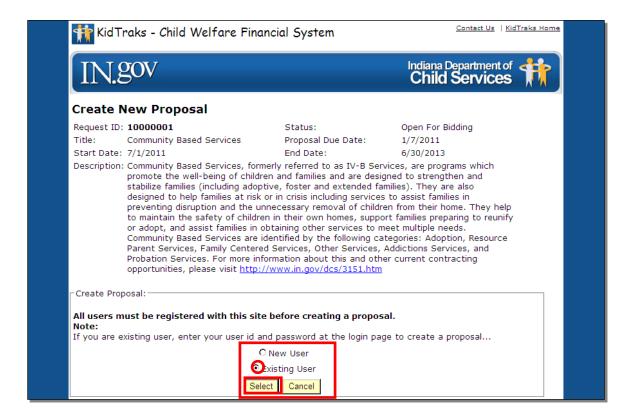
To begin the online proposal submission process, click on the *Create Proposal* link which will transfer the applicant to the *Create New Proposal Page*.



#### Section 4. Attain Authorization to Create a Proposal

#### A. Authorization for Existing KidTraks Vendors

From the *Create New Proposal Page*, applicants are required to identify whether they are an existing online KidTraks vendor, or if they need to register as a new user. In the below example, we illustrate the selection of an existing online KidTraks vendor.



When an applicant identifies themselves as an *Existing User* and clicks on the *Select* button, they are transferred to the *KidTraks Login Page* as demonstrated below. Here the applicant enters their KidTraks *User ID* and *Password*, then clicks on the *Login* button. The applicant then must return to the *RFP Inquiry Page* and select the desired *RFP ID* corresponding to the desired proposal for submission. Existing users may now advance to *Section 4.0, Online Proposal Forms and Attachments* to continue the online proposal creation process.



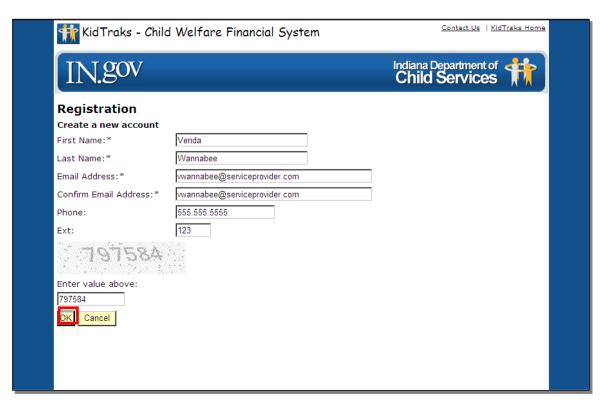
#### B. Authorization for Prospective KidTraks Vendors

Vendors not registered as online KidTraks users must complete a registration process. This begins by identifying yourself as a *New User* from the *Create New Proposal Page* and then clicking on the *Select* button as demonstrated below.

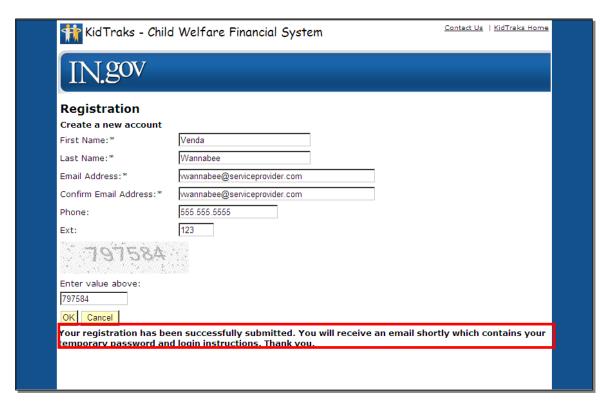


#### (1) Prospective KidTraks Vendor Registration

The applicant is then transferred to the *Registration Page*. Here the user completes the online form and clicks on the *OK* button as illustrated below.

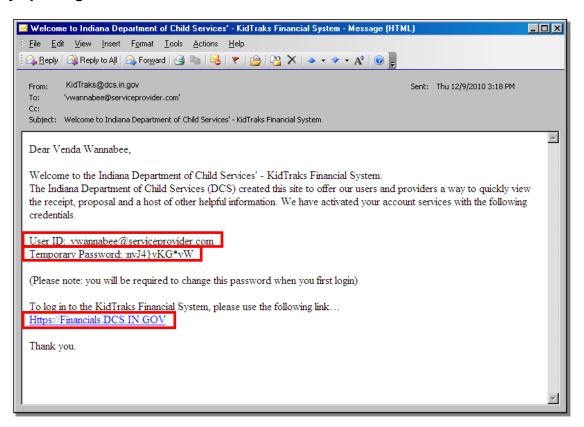


A successful registration is indicated at the bottom of the *Registration Page* when the form is completed and the *OK* button is selected.

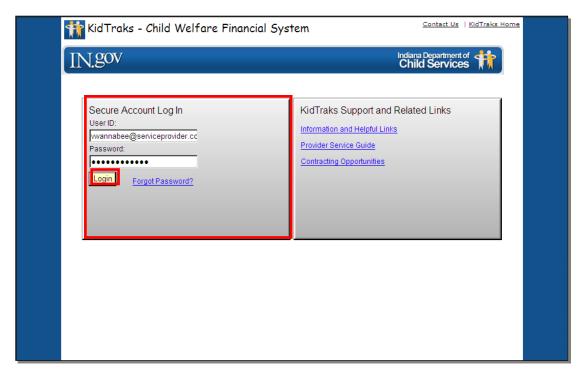


As indicated in the successfully submitted message on the *Registration Form* above, a confirmation notice is sent to the email address provided. Contained in the email is a *Temporary Password*. Copy the password and then click on the link provided to advance to the *KidTraks Login Page* as seen below.

Note: Please check your spam folder for confirmation emails. Confirmation emails are sent out immediately upon registration submission.

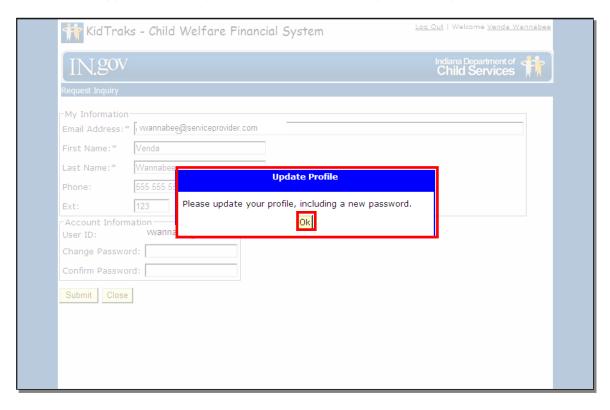


From the KidTraks Login Page, enter your User ID (your email address) and paste in the Temporary Password. Click on the Login button.

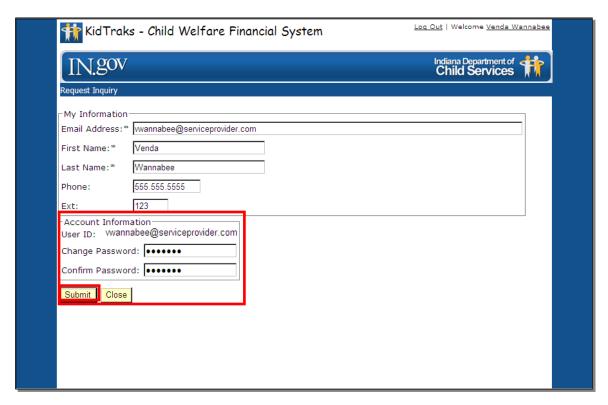


#### (2) Update Registration Profile

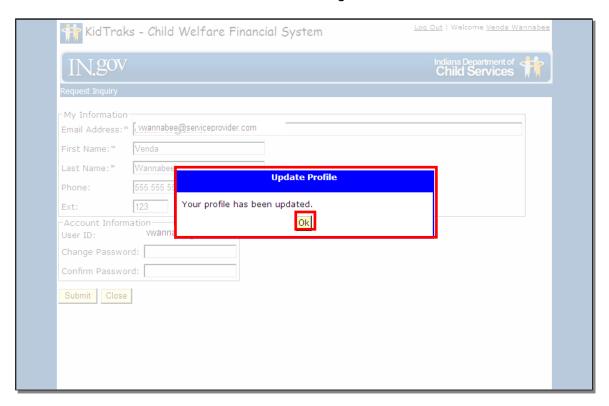
Once the necessary *User ID* and the *Temporary Password* have been correctly entered and the *Login* button has been selected, the applicant will be provided with a notice to update their profile. Click on the *OK* button.



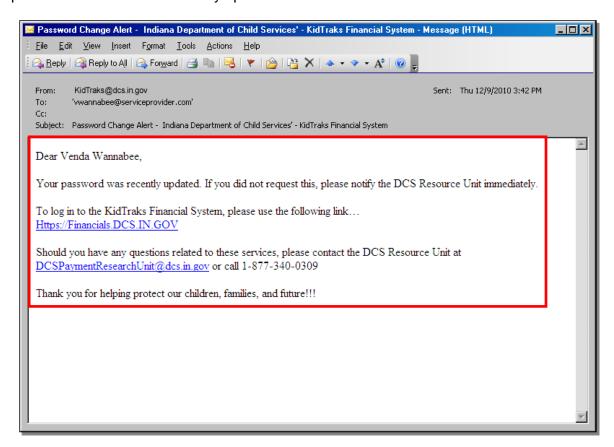
The new user is then provided with a form for updating their password. Under *Account Information* enter your new password and confirm it. Next, click on the *Submit* button as demonstrated below.



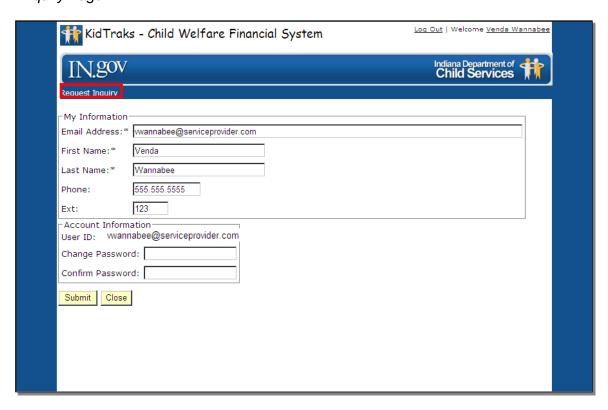
Upon successful entry of your new password, an *Update Profile* message is provided as illustrated below. Click on the *OK* button to return to the *Profile Information Page*.



Also, upon the update of your new password, a confirmation notice will be sent to your email account indicating that your password has been successfully updated.

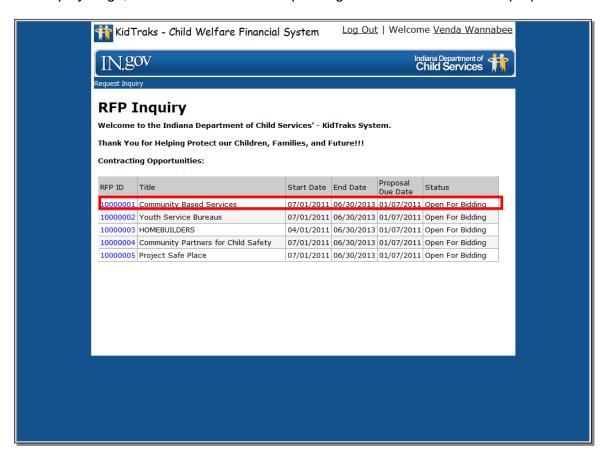


Having returned to the *Profile Information Page*, click on the *Request Inquiry* link as illustrated below to return to the *RFP Inquiry Page*.



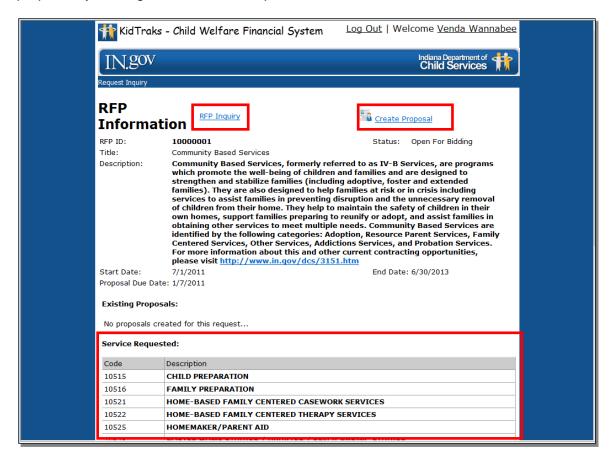
#### Section 5. Online Proposal Forms and Attachments

From the RFP Inquiry Page, select the RFP ID corresponding with the RFP desired for proposal submission.



#### A. RFP Information Page

Having now logged on as a prospective vendor for the selected RFP, you will note that the *RFP Information Page* provides some additional information. There are two links provided: the *RFP Inquiry* and *Create Proposal* links. Also, the *Service Standard(s)* for the selected RFP are itemized. Please verify that the selected RFP is the one intended for proposal submission. If not, the RFP Inquiry link will return you to the previous *RFP Inquiry Page*. In the provided example of *Community Based Services*, we will begin to create the online proposal by clicking on the *Create Proposal* link.



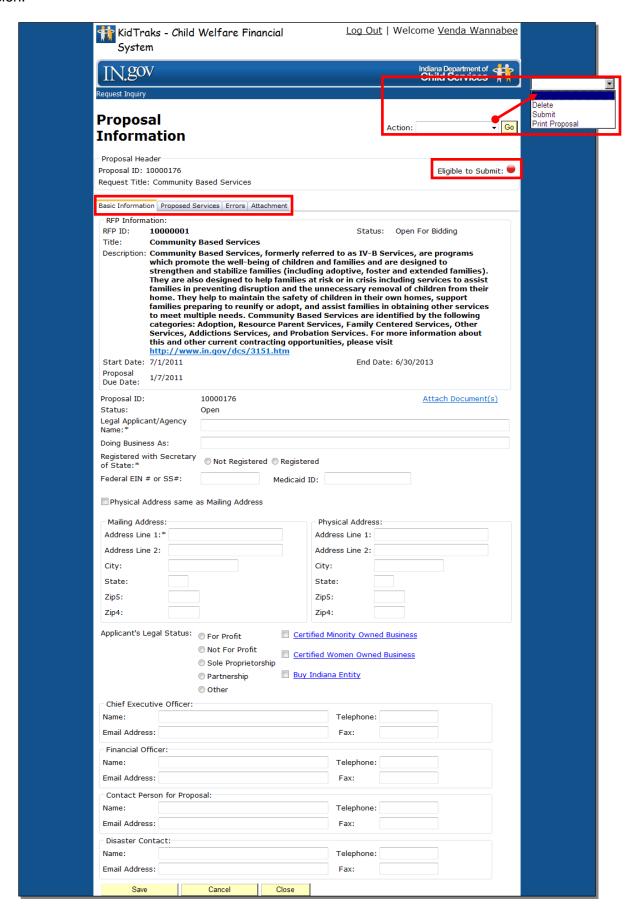
#### B. Proposal Information Page

When logged in, the first page presented to the applicant after clicking upon the *Create Proposal* link is the *Proposal Information Page*. Note how the *Proposal Information Page* is divided into four sections which are accessed via the tabs *Basic Information*, *Proposed Services*, *Errors*, and *Attachment*. Clicking on the individual tabs will allow you to navigate between the proposal sections.

In addition, from the *Proposal Information Page*, the user is provided with options to *Delete*, *Submit*, or *Print Proposal* by clicking on the down arrow of the dropdown menu entitled *Action*. This dropdown menu with its respective options are available on the *Proposal Information Page* no matter which tab is selected.

Note: If the applicant selects *Delete*, the entire proposal will be deleted. Only correctly completed proposals will qualify for submission. The option to *Print Proposal* is available at any time in the process – whether the proposal has been submitted or if it is still open.

Also note there is an *Eligible to Submit* icon in the *Proposal Header* which provides the applicant with a gauge as to whether or not the proposal is ready for submittal. When you click on the red icon, you will be transferred to the *Errors* tab where a listing of errors is provided. If the icon registers as green, the proposal is ready for submission.

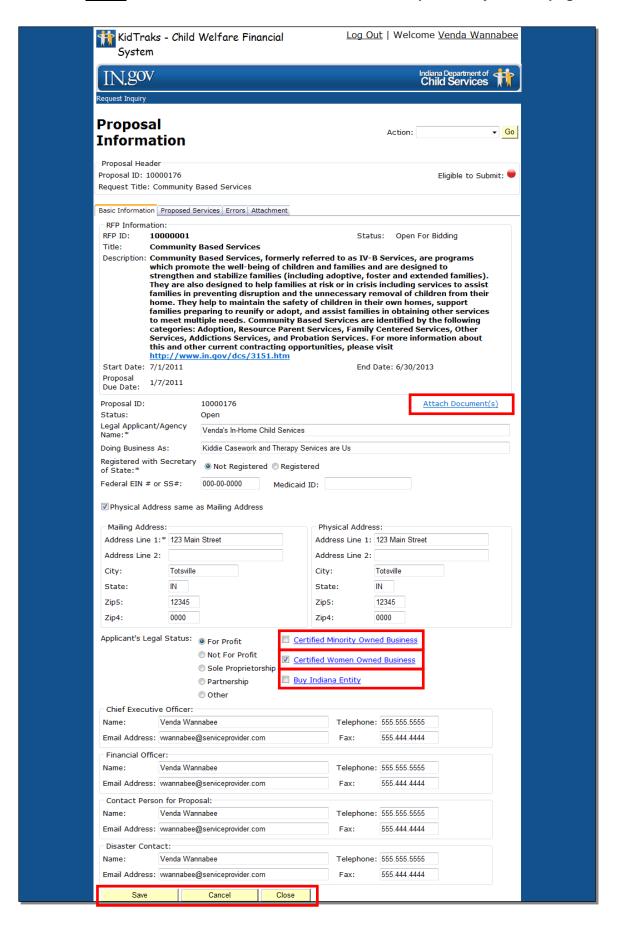


#### (1) Basic Information Form

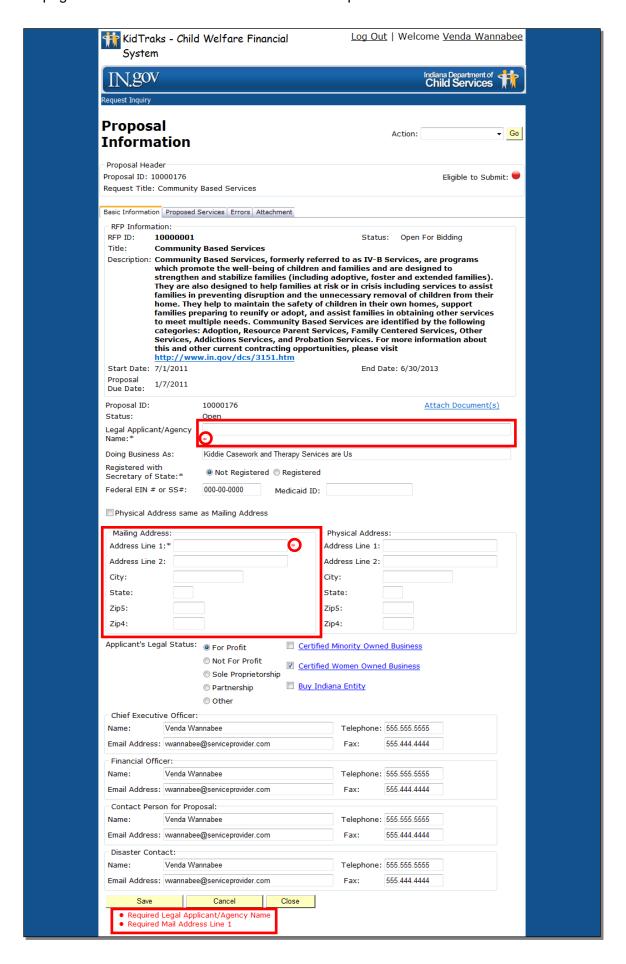
The first form presented for completion is the *Basic Information* form. There are four links provided on the *Basic Information* form: Attach Document(s), Certified Minority Owned Business, Certified Women Owned Business, and Buy Indiana Entity. The Attach Document(s) link will be discussed later. The Certified Minority Owned Business, Certified Women Owned Business, and Buy Indiana Entity links all open new Indiana Department of Administration (IDOA) Pages which provide more information on how to qualify for these programs. If already certified in any of these programs, please select the applicable program category(s). Complete the Basic Information form as illustrated below.

Once the form is completed, click on the *Save* button at the bottom of the page. Clicking on the *Cancel* button will remove your entries from the completed fields. Clicking on the *Close* button will log you out of KidTraks and return you to the *KidTraks Login Page*.

Note: If you navigate away from the *Proposal Information Page* prior to clicking on the *Save* button, all entries will be lost. *Never* use the browser *Back* button to return to previously viewed pages!



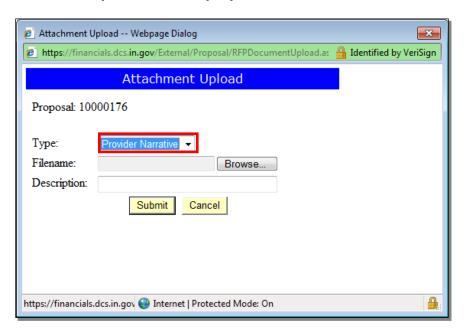
After clicking on the *Save* button, and if the *Basic Information* form is not completed correctly, error notifications will be visible via a red asterisk by the section in question, as well as bulleted explanations at the bottom of the page. See below for an illustration of an incomplete *Basic Information* form.



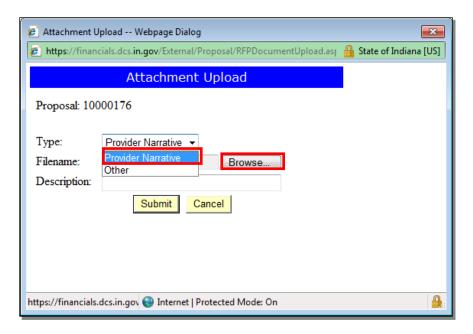
## (a) Upload Provider/Basic Information Attachments

A Provider Narrative must be included with your Basic Information form by clicking on the Attach Document(s) link found on the Basic Information form. Once the link is selected, an Attachment Upload dialog box will appear.

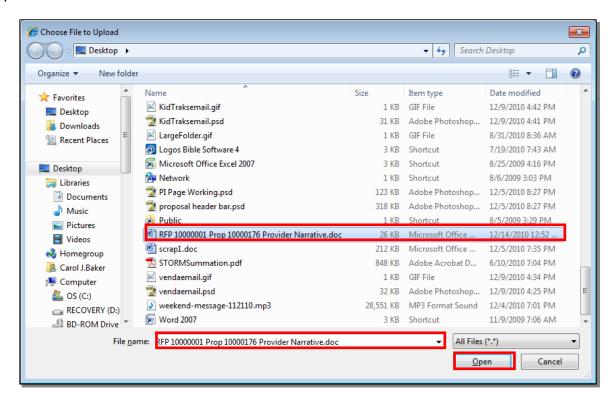
#### Note: A Provider Narrative is required for each proposal submitted.



Click on the dropdown menu arrow to select the type of document to be uploaded. Next, click on the *Browse* button to navigate to the document that is to be uploaded.

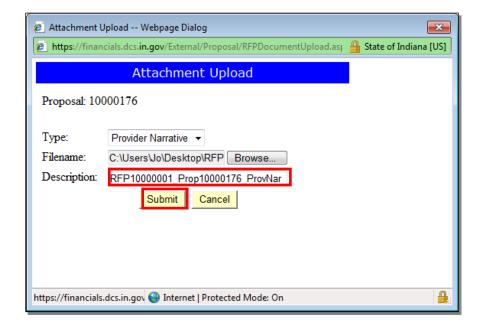


Once the *Browse* button has been selected, a Windows dialog box will appear providing the ability to navigate to the attachment document located on your hard drive. When the correct document has been selected, click on the *Open* button.

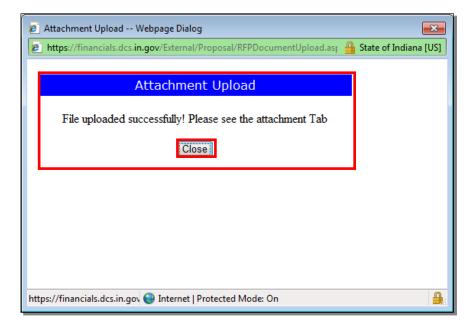


Having selected the document to be uploaded, enter a description for the document. Below we've indicated that the document pertains to RFP 10000001, *Proposal Number* 10000176, and is a *Provider Narrative*. Next, click on the *Submit* button.

Note: Please make the title and the description of the document as descriptive as possible.

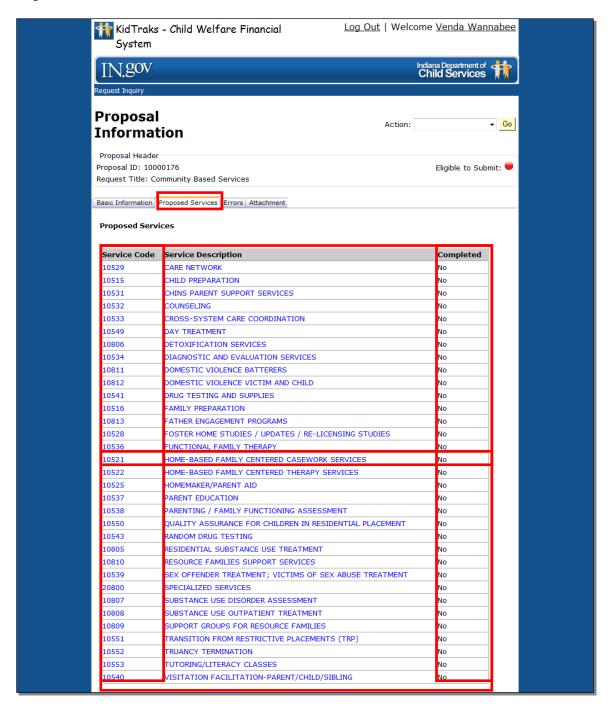


Once the *Submit* button has been selected, an *Attachment Upload* dialog box will appear indicating that the upload was completed successfully. Click on the *Close* button.



# C. Selecting Applicable Services for Proposal

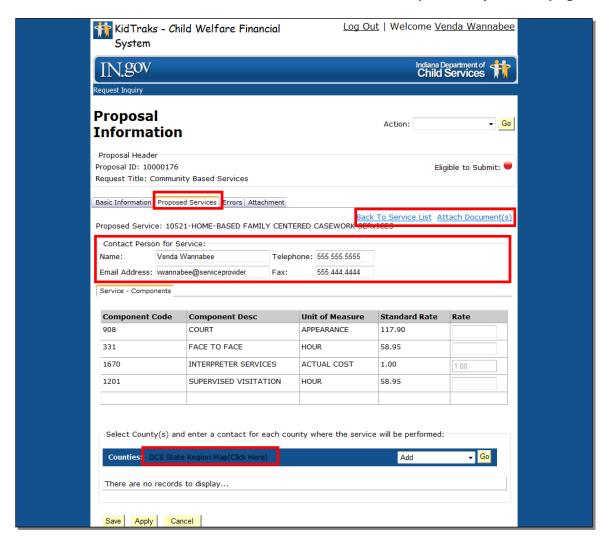
The next section of the online proposal submission to be completed is entitled *Proposed Services*. Click on the corresponding tab located on the *Proposal Information Page* as indicated below. The *Proposed Services Section* lists those *Services Standards* available for the selected RFP. Note the column indicating the completion status of each referenced service. To begin filling out the *Proposed Services* form(s), click on the corresponding *Service Code*.



#### (1) Proposed Services Form

Begin the form completion by filling in the *Contact Person for Service* section of the form. Note that on the *Proposed Services* form, there are three links provided: *Back to Service List, Attach Document(s)*, and *DCS State Region Map (Click Here)*. The *Attach Document(s)* and *DCS State Region Map (Click Here)* links will be addressed later. Clicking on the *Back to Service List* link will return you to the table itemizing all of the proposed *Service Standards* relevant to the selected RFP.

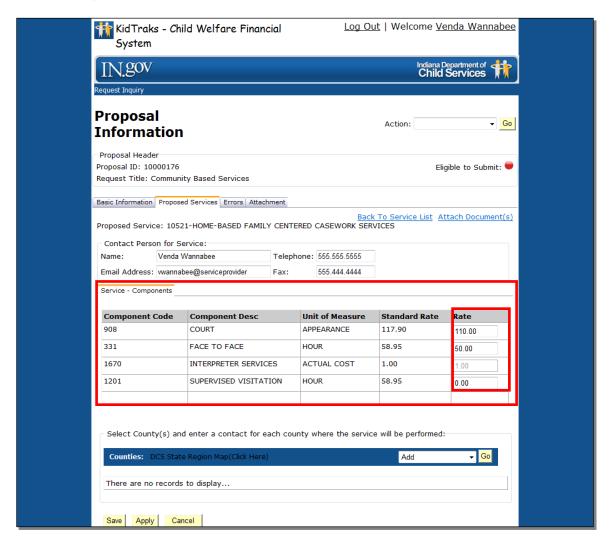
Note: If you navigate away from the *Proposal Information Page* prior to clicking on the *Save* button, all entries will be lost. *Never* use the browser *Back* button to return to previously viewed pages!



#### (a) Component Code Table

Found next on the *Proposed Services* form is the *Component Code Table* (Billable Units). Here you will find the listing of all components relevant to the selected *Service Standard* and RFP. This table also provides the applicant with the relevant *Component Codes* (Billable Units), brief descriptions for each component, their units of measure, their respective standardized rates, and fields where the applicant is to enter their proposed vendor rates.

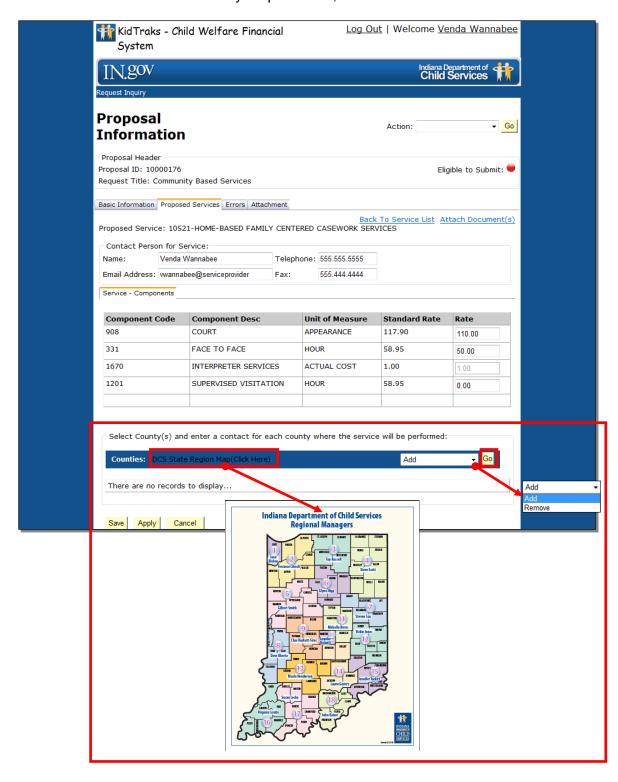
Note: All listed components should have entries in their corresponding proposed rates fields. Also, should a prospective vendor wish to not submit a rate bid for a given component, enter zero. In addition, should a rate entry be zero or exceed the corresponding standardized rate, a *Budget Document* must be uploaded as an attachment.



## (b) County/Contact Table

Next on the *Proposed Services* form is the county selection area. To select the regions and/or counties corresponding to the associated services, click on the dropdown menu and select *Add*. Note: Clicking on the *DCS State Region Map (Click Here)* link will open up a browser window with an illustration of the state of Indiana identifying which counties are in which regions as depicted below.

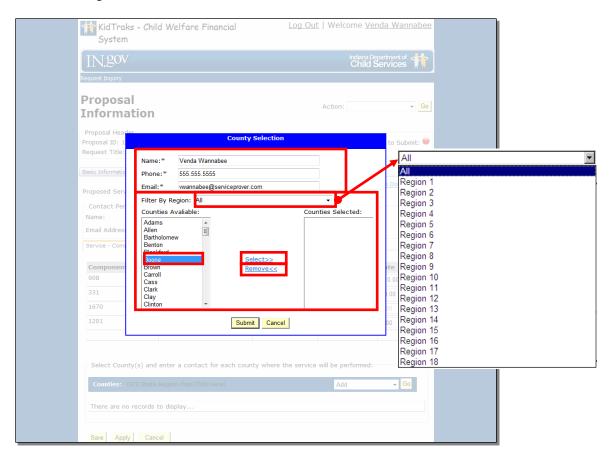
Once Add has been selected from the county dropdown list, click on the Go button.



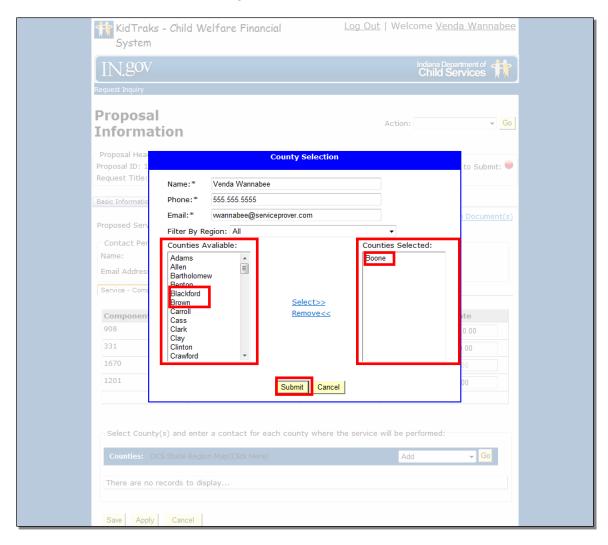
Clicking on the *Go* button opens up the *County Selection* dialog box. Begin by filling in the *Name*, *Phone* and *Email* fields. Note: Each county and/or region requires the entry of corresponding contact information.

There are two ways to populate the *Counties Selected* field. The first option is to click on the *Filter By Region* dropdown list which will provide a window listing all of Indiana's regions as demonstrated below. See previous page for instructions on accessing a map of Indiana providing a region legend.

For our purposes we've elected to bypass the region option and select by county. Illustrated below is the selection of Boone County from the *Counties Available* list. Once the desired county is selected, click on the *Select* link to move it into the *Counties Selected* field. Repeat this process to select all counties desired for service representation. Counties may be removed from the *Counties Selected* field by highlighting the applicable counties and clicking on the *Remove* link.



Having selected Boone County for our service representation, it appears in the *Counties Selected* field and disappears from the *Counties Available* listing as illustrated below. Next, click on the *Submit* button.

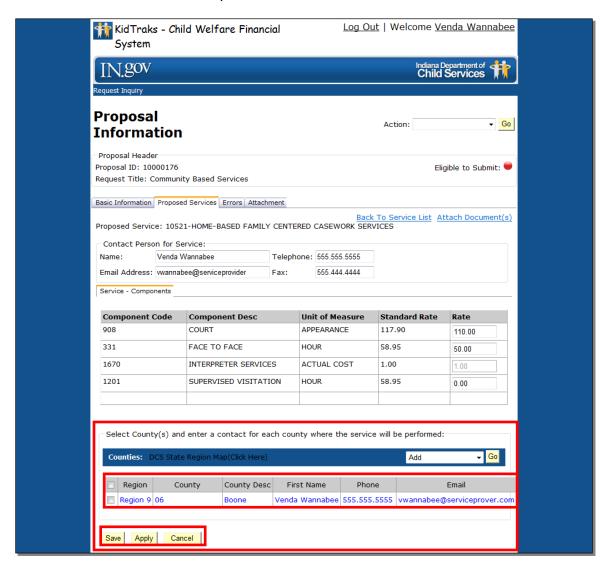


Once the county(s) and/or region(s) have been selected and the appropriate contact information has been entered and submitted for service representation, the record(s) appear in the *Counties Table* of the *Proposed Services* form.

# Note: Please refer to your RFP to clarify which document attachments are required for submission completion.

Complete the form by clicking on the *Save* or *Apply* button. Clicking on the *Save* button will save all entries and return you to the *Services Section* listing all services pertinent to the selected RFP. Clicking on the *Apply* button will save all entries and maintain your placement on the current page. Clicking on the *Cancel* button will remove all field entries and return you to the *Services Section* listing.

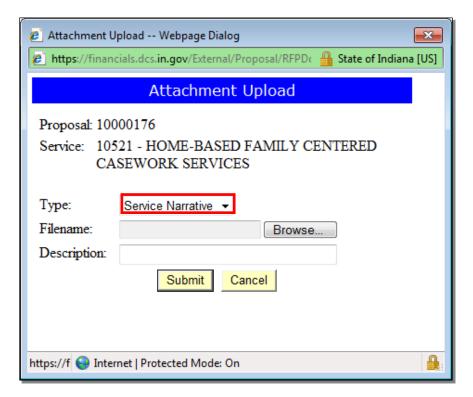
County/Region records may be deleted by putting a  $\checkmark$  in the box corresponding to the county/region you wish to delete. Then select *Delete* from the dropdown menu and click on the *Go* button.



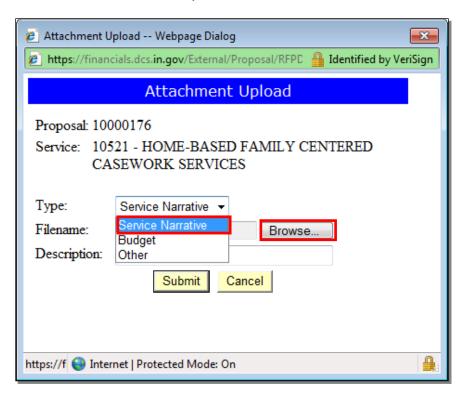
## (c) Upload Service Narrative Attachments

A Service Narrative must be included with your *Proposed Services* form by clicking on the *Attach Document(s)* link found on the *Proposed Services* form. Once the *Attach Document(s)* link is selected, an *Attachment Upload* dialog box will appear.

Note: A Service Narrative is required for each proposed Service Standard.

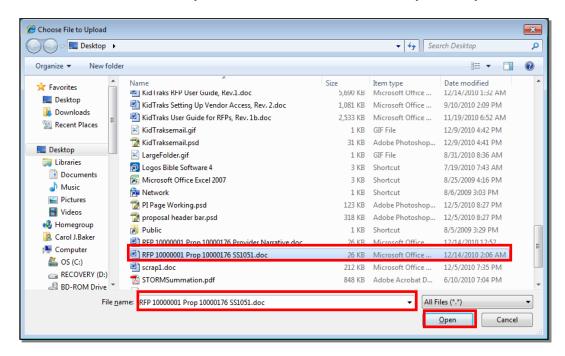


Click on the dropdown menu arrow to select the type of document to be uploaded. Next, click on the *Browse* button to navigate to the document that is to be uploaded.

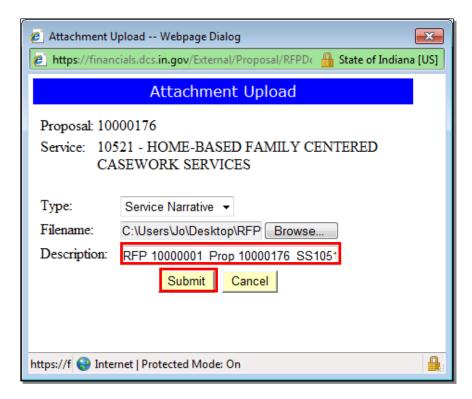


Once the *Browse* button has been selected, a Windows dialog box will appear providing the ability to navigate to the attachment document located on your hard drive. When the correct document has been selected, click on the *Open* button.

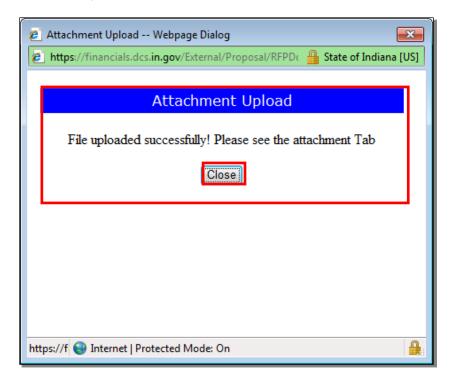
Note: Please make the title and description of the document as descriptive as possible.



Having selected the document to be uploaded, enter a description for the document. It is suggested that you include the *Service Standard Code* in your file description so that it will be easily identified under your list of attachments should you need to make attachment changes prior to submission. Below we've indicated that the document is a *Service Narrative*, and it corresponds with *Proposal Number* 10000176 and *Service Standard Code* 10521. Next, click on the *Submit* button.



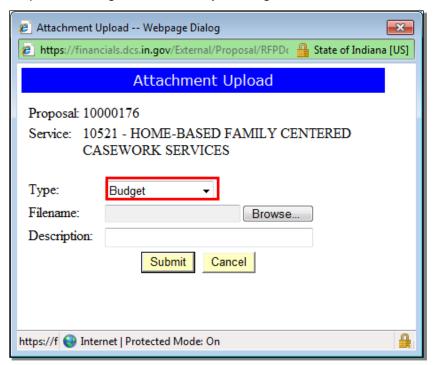
Once the *Submit* button has been selected, an *Attachment Upload* dialog box will appear indicating that the upload was completed successfully. Click on the *Close* button.



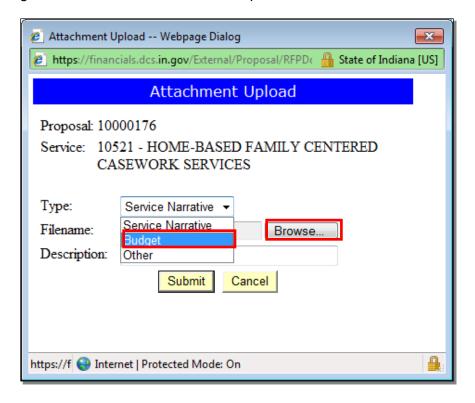
# (d) Upload Budget Document Attachments

#### Note: Budget Worksheet for each county must be uploaded as an attachment.

As we listed one of the components of our *Service Standard* example with a rate of \$0.00 (1201, Supervised Visitation), we must now upload a *Budget Document* by clicking on the *Attach Documents* link.

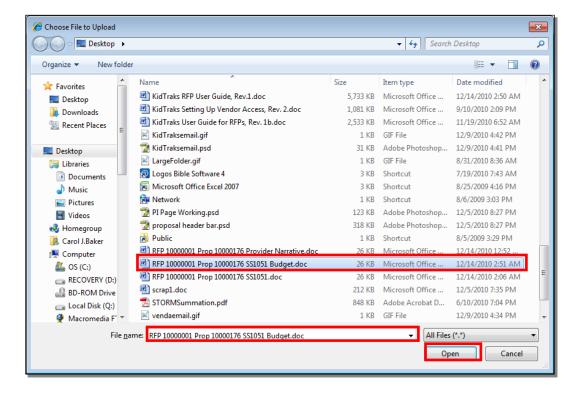


Click on the dropdown menu arrow to select the type of document (*Budget*) to be uploaded. Next, click on the *Browse* button to navigate to the document that is to be uploaded.

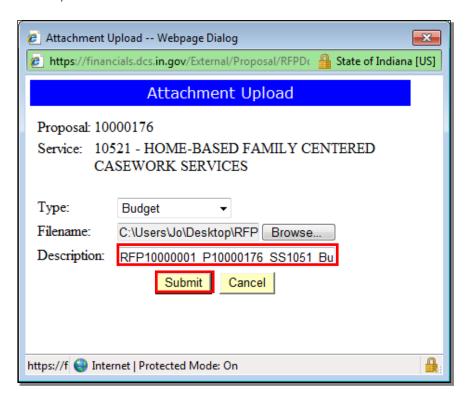


Once the *Browse* button has been selected, a Windows dialog box will appear providing the ability to navigate to the attachment document located on your hard drive. When the correct document has been selected, click on the *Open* button.

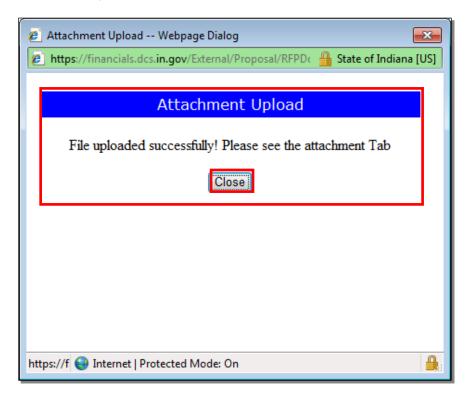
Note: Please make the title and description of the document as descriptive as possible.



Having selected the document to be uploaded, enter a description for the document. It is suggested that you include the *Service Standard Code* in your file description so that it will be easily identified under your list of attachments should you need to make attachment changes prior to submission. Below we've indicated that the document is a *Budget Document*, and it corresponds with *Proposal Number* 10000176 and *Service Standard Code* 10521. Next, click on the *Submit* button.



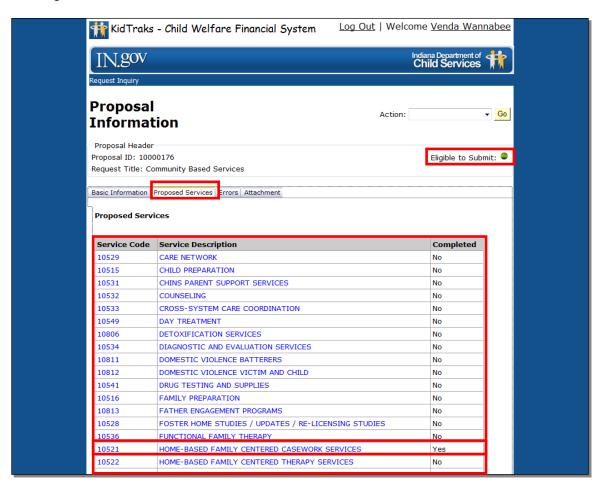
Once the *Submit* button has been selected, an *Attachment Upload* dialog box will appear indicating that the upload was completed successfully. Click on the *Close* button.



# (e) Selecting Additional Services for Proposal

Remember to return to the *Proposed Services Section* (via the *Back To Service List* link) of the *Proposal Information Page* and verify that all applicable services are depicted as completed prior to the proposal submission. Review all of *Section 4.3.1*, *Proposed Services Form* of this document as necessary when completing additional *Proposed Services* forms.

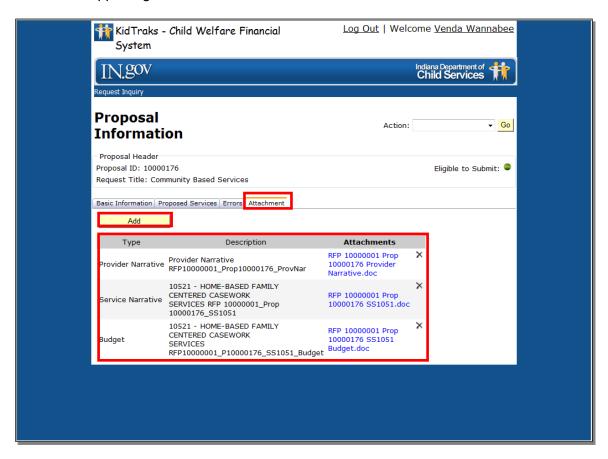
Having correctly filled out the *Proposed Services* form for *Service Standard 10521*, *Home-Based Family Centered Casework Services*, and having attached the required supporting documentation, the Service Standard registers *Yes* under the *Completed* column and the *Eligible to Submit* icon in the *Proposal Header* now registers as green.



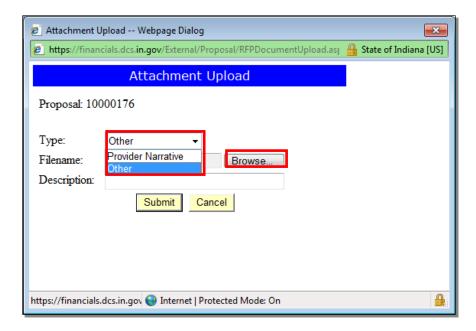
## D. Attachments Section of the Proposal Information Page

Selecting the *Attachment* tab found on the *Proposal Information Page* provides the applicant with a listing of the supporting documentation that has already been uploaded and included with the chosen RFP.

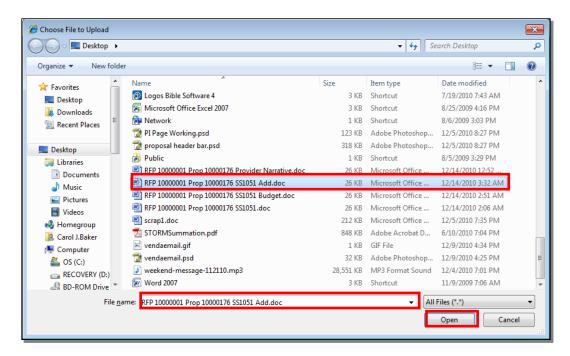
To upload additional supporting documentation, click on the *Add* button.



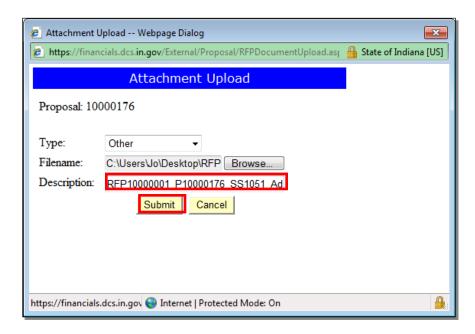
Click on the dropdown menu arrow to select the type of document to be uploaded. Next, click on the *Browse* button to navigate to the document that is to be uploaded.



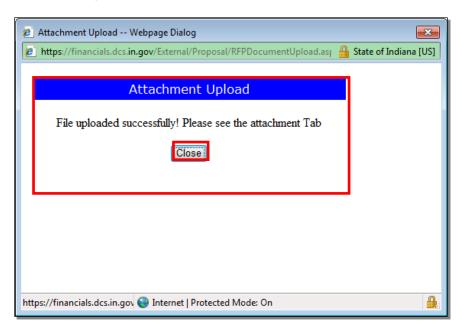
Once the *Browse* button has been selected, a Windows dialog box will appear providing the ability to navigate to the attachment document located on your hard drive. When the correct document has been selected, click on the *Open* button.



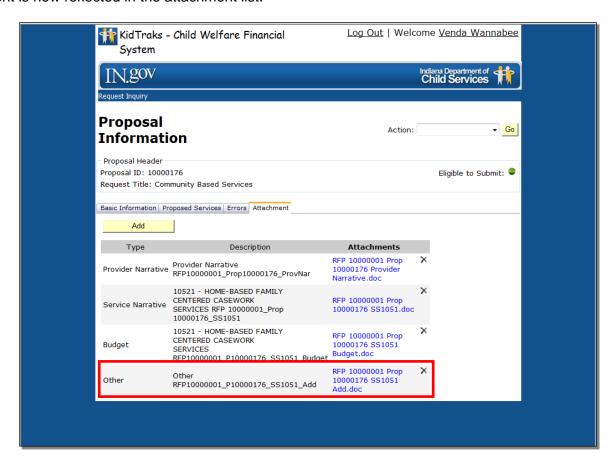
Having selected the document to be uploaded, enter a description for the document. Below we've indicated that the document is *Additional Information*, and it corresponds with *Proposal Number* 10000176, and *Service Standard Code* 10521. Next, click on the *Submit* button.



Once the *Submit* button has been selected, an *Attachment Upload* dialog box will appear indicating that the upload was completed successfully. Click on the *Close* button.



The user is returned to the *Attachment Section* of the *Proposal Information Page*, and the newly uploaded document is now reflected in the attachment list.

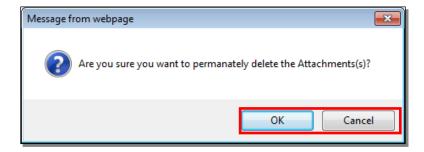


# (1) Deleting Supporting Documentation Attachments

To delete attachments from your proposal, simply click on the "X" next to the attachment you wish to delete.



When an attachment has been selected for deletion and the "X" has been clicked upon, a message window will appear asking you to verify that you want to delete the chosen attachment from the proposal. Click *OK* to continue with the deletion or *Cancel* to cancel the deletion.



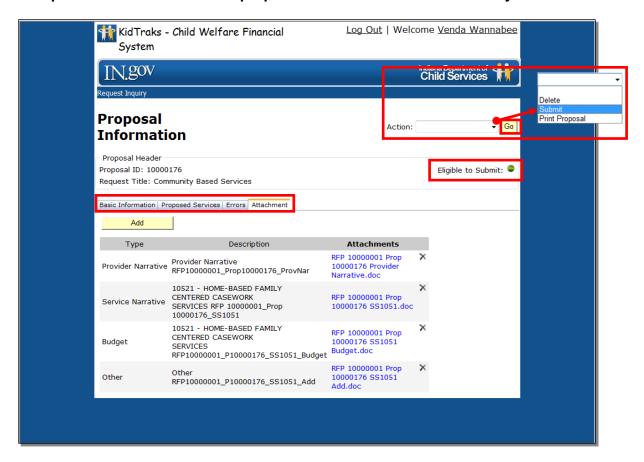
#### Section 6. Proposal Submission

Once <u>all</u> sections of the proposal have been completed, select *Submit* from the *Action* dropdown list located on the *Proposal Information Page* and click on the *Go* button.

Note: Verify the proposal is ready for submission by confirming that the *Eligible to Submit* icon is green.

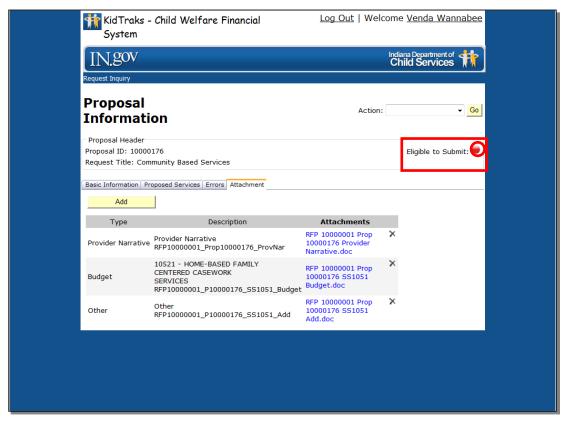
Note: The *Action* dropdown list is available from any of the sections (tabs) located on the *Proposal Information Page*.

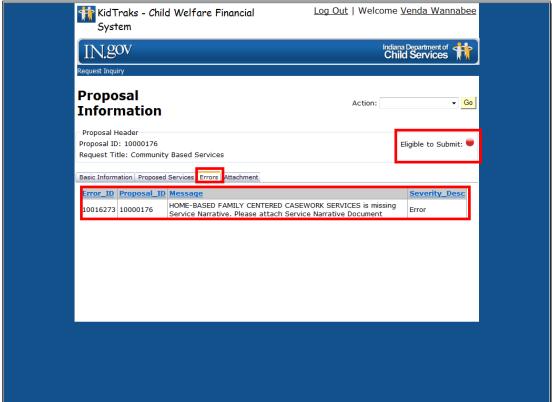
Note: It is not possible to edit or delete a proposal once it has been successfully submitted.



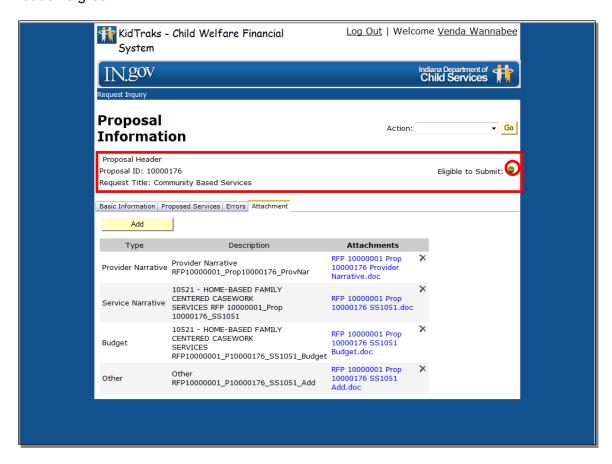
#### A. Eligible to Submit icon

The *Eligible to Submit* icon in the *Proposal Header* provides the applicant with a gauge as to whether or not the proposal is ready for submittal. When you click on the red icon, you will be transferred to the *Errors* tab where a listing of errors is provided.



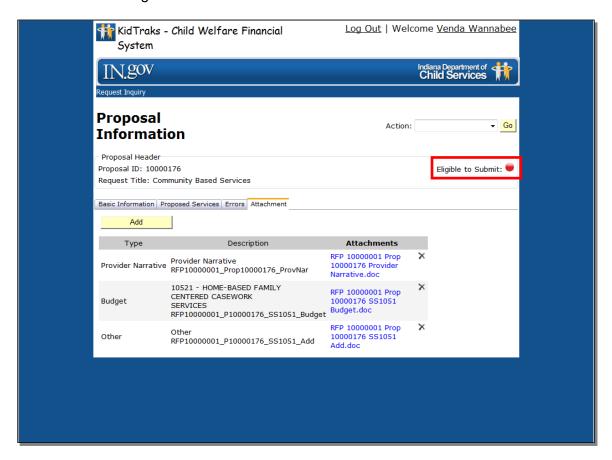


Verify that a proposal is ready for submission by confirming that the *Eligible to Submit* icon located in the *Proposal Header* is green.

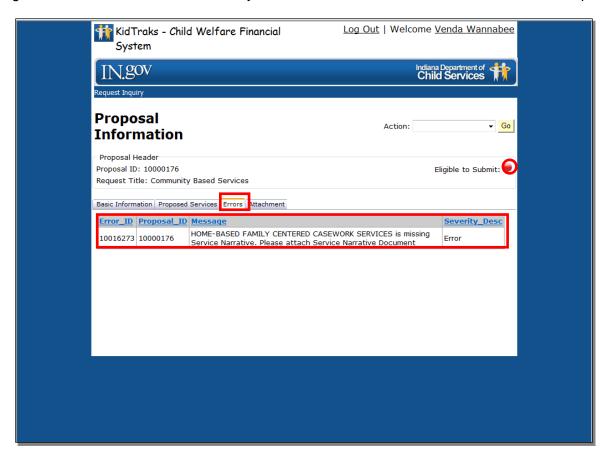


#### B. Submission Errors

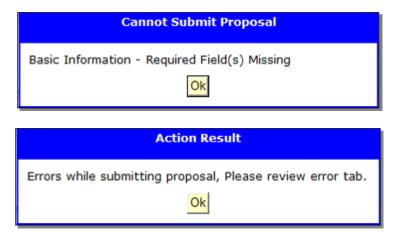
A proposal submission will fail if any of the forms are filled out incorrectly and/or incompletely, or the required supporting documentation has not been attached to the proposal. An indicator that the proposal is not ready for submission is when the *Eligible to Submit* icon is red.



Error notices can be found by selecting the *Errors* tab found on the *Proposal Information Page* or by clicking on the red *Eligible to Submit* icon which transfers you to the *Errors* tab. Illustrated below is one example.



Following are two examples of submission errors you may receive immediately upon selecting *Submit* from the *Action* dropdown menu and clicking on the *Go* Button.



The applicant must review all sections pertinent to the proposal and check for any mistakes or omissions before attempting to resubmit the proposal.

## C. Successful Proposal Submission

Once <u>all</u> sections of the proposal have been completed, select *Submit* from the *Action* dropdown list located on the *Proposal Information Page* and click on the *Go* button.

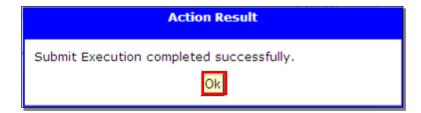
Note: Verify the proposal is ready for submission by confirming that the *Eligible to Submit* icon is green.

Note: The *Action* dropdown list is available from any of the sections (tabs) located on the *Proposal Information Page*.

Note: It is not possible to edit or delete a proposal once it has been successfully submitted.



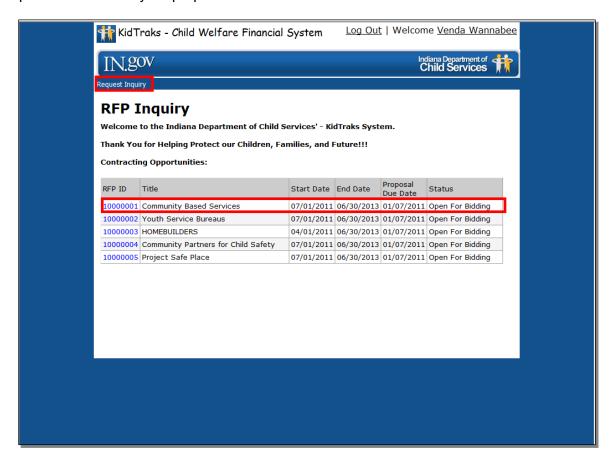
Upon successful submission of a proposal, the following *Action Result* message will appear. Click on the *OK* button.



#### D. Review Proposal Submission(s)

To review your submitted proposal(s), simply return to the *RFP Inquiry Page* by clicking on the *Request Inquiry* link found throughout the KidTraks RFP Web site. Next, click on the *RFP ID* that corresponds with the RFP proposal you wish to review.

Note: It is possible to review your proposal both before and after submission.

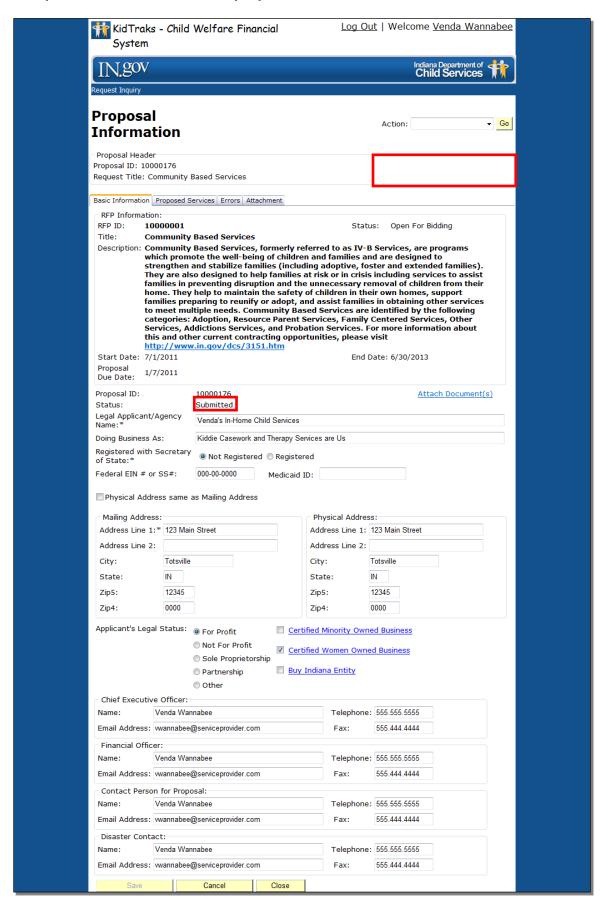


Once transferred to the *RFP Information Page*, you will find an *Existing Proposals Section*. If your proposal has been successfully submitted it will be reflected in the Status column. Click on the applicable *Proposal ID*.



When a proposal has been submitted and then accessed for review, the *Eligible to Submit* icon is no longer visible in the *Proposal Header* on the *Proposal Information Page*, and the status of the proposal on the *Basic Information* form is listed as *Submitted* rather than *Open*.

Note: It is not possible to edit or delete a proposal once it has been submitted.

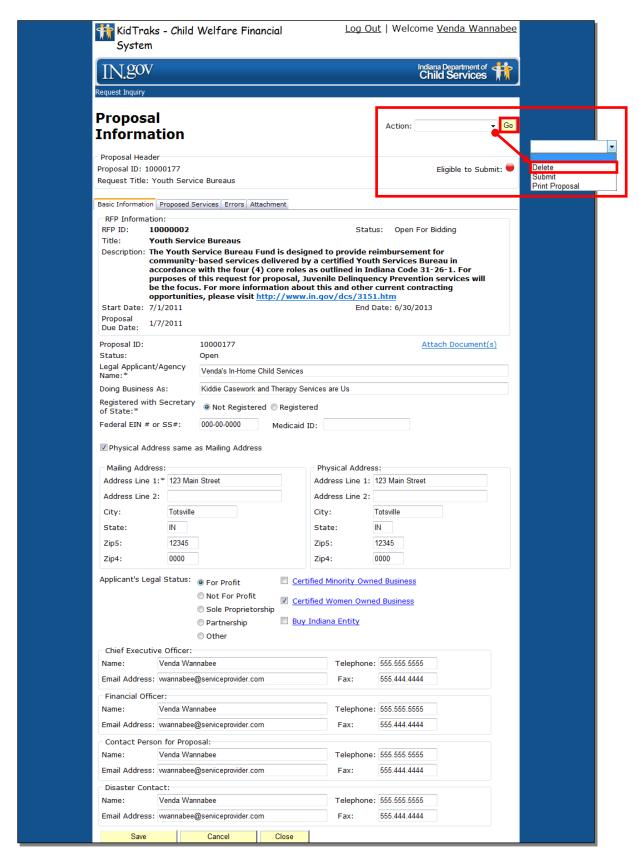


# Section 7. Deleting Proposals

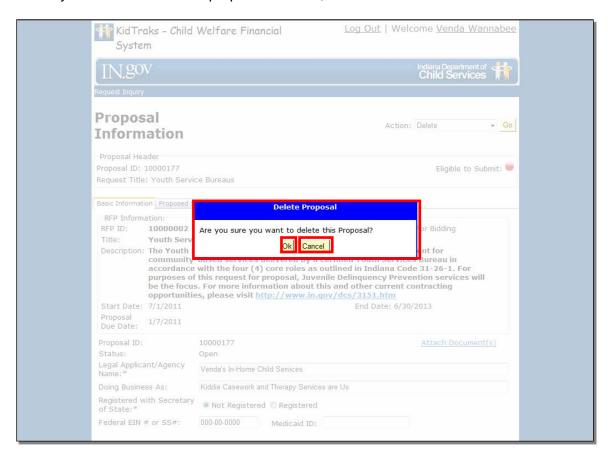
# Note: It is not possible to edit or delete a proposal once it has been successfully submitted.

Should you decide you don't want to submit a proposal for the selected RFP or should you wish to start the online proposal process from the beginning, select the *Delete* option from the *Action* dropdown list as demonstrated below. Next, click on the *Go* button.

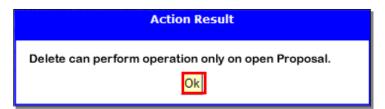
Note: The *Action* dropdown list is available from any of the sections (tabs) located on the *Proposal Information Page*.



Upon selection of the *Go* button, the following *Delete Proposal* message appears and requests that you verify your intent to delete the selected proposal. Click on the *OK* button if you wish to continue with the proposal deletion. Should you wish to cancel the proposal deletion, click on the *Cancel* button.



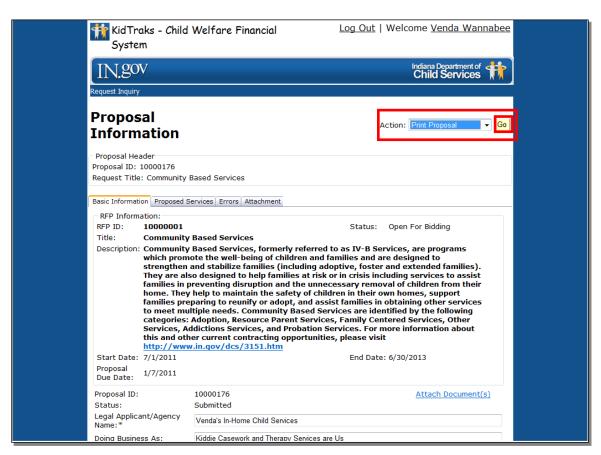
Were you to try to delete a proposal which had already been successfully submitted, the below *Action Result* error message would be displayed. To exit from the *Action Result* message, click on the *OK* button.



# Section 8. Printing Proposals

To print a proposal (submitted or open), select the *Print Proposal* option from the *Action* dropdown list as demonstrated below. Next, click on the *Go* button.

Note: The *Action* dropdown list is available from any of the sections (tabs) located on the *Proposal Information Page*.



Clicking on the *Go* button will launch a separate Internet Explorer window providing the selected proposal in its entirety depicted in Adobe Acrobat for printing.

# **Section 9. Tips and Tricks**

- This guide is best viewed in the screen resolutions of 1024 x 768 or 800 x 600.
- It is recommended that applicants use Internet Explorer as their browser.
- Those vendors using IE browsers which include the "Compatibility View" feature should have it deselected when viewing KidTraks sites.
- Some of the pages in this guide are legal size (8.5"x14") rather than letter size (8.5"x11) in order to accommodate the graphics.
- For new users requesting authorization, please check your spam folder for password emails. Confirmation emails are sent out immediately upon registration submission.
- **Do Not** use the browser *Back* button to return to previously viewed pages!
- If you navigate away from the *Proposal Information Page* forms prior to clicking on the *Save* button, all entries will be lost.
- For most proposal submissions, it is requested that all referenced service forms pertaining to a given RFP be completed. If not, please include an explanation in the corresponding *Services Narrative* uploaded attachment.
- All listed components for a given Service Standard should have entries in their corresponding proposed rates fields. Also, should a prospective vendor wish to not submit a rate bid for a given component, enter zero.
- Service Code refers to the number assigned to a Service Standard.
- Component Code refers to the number assigned to a Component (Business Unit).
- Both Service Codes and Component Codes are used in the billing for services and will appear in Attachment A if a contract is entered into.
- A *Provider Narrative* is required for each proposal submission. A *Service Narrative* is also required.
- A Budget Document must be uploaded as an attachment for each county.
- Please refer to your RFP to clarify which document attachments are required for submission completion.
- When uploading attachments, file formats are restricted to Word documents (.doc), Excel documents (.xls), and Adobe Acrobat documents (.pdf).
- When naming document attachments and entering their descriptions, please be as descriptive as possible.
- If an applicant elects to delete an open proposal, the entire proposal will be deleted. Only open proposals may be deleted or edited.
- Only completed proposals will qualify for submission.
- Proposals can be edited after they have been saved. They can not be edited after they have been submitted.
- The option to Print Proposal is available at any time in the process.

The Department of Child Services (DCS) has legal limitations in answering questions regarding the RFP process. All questions/inquiries regarding an RFP should have been submitted in writing by the deadline listed in the RFP. To access a list of responses to submitted questions please refer to the DCS Web site. Only answers posted on the DCS Web site, (<a href="http://www.in.gov/dcs/3151.htm">http://www.in.gov/dcs/3151.htm</a>), will be considered official and valid by the State. Inquiries are not to be directed to any staff member of DCS. Such action may disqualify the respondent from further consideration for a contract resulting from an RFP. However, for questions regarding technical issues with the online application, please email referral@dcs.in.gov.

# ATTACHMENT D-PROVIDER NARRATIVE-Health Families Indiana

#### **PROVIDER NARRATIVE FY 2012-2014**

Respondents should only submit one Provider narrative per proposal. The provider narrative must address the following topics:

#### 1. GENERAL PROGRAM/SERVICE TITLE

This section should cover all important history and development of the organization to date, along with the organizational chart including Board of Directors and any other affiliates. This section of the narrative should also be used to cover all important organizational history and your agency's ability to deliver home visiting services to atrisk children and their families. Include the program name(s)

#### 2. HISTORY OF QUALITY SERVICES

This section should document that the agency/provider historically has had an acceptable working relationship with the local DCS or other community agencies, if there is no prior relationship with the DCS

#### 3. HISTORY OF PROVIDING HFI SERVICES

This section should document how the provider has been able to provide Healthy Families Home visiting Services in their area. Including relationships/partnerships built.

# **ATTACHMENT E-SERVICE NARRATIVE- Healthy Families Indiana**

#### **SERVICE NARRATIVE FY 2012-2014**

Respondents should provide one service narrative included in the proposal. Each service narrative must address the following topics:

#### A. PROGRAM NAME/SERVICE STANDARD & INTAKE/REFERRAL PROCESS

The Service Narrative should describe the intake and referral process to be utilized in the program including respondent's procedure/methods for a guaranteed time frame for initiation of services.

**B. SERVICE DEMOGRAPHICS**(Maximum-2 paragraphs and no longer than one page) Narrative defines the target population, the geographical service area, and provides the projected number of clients the Provider/Agency intends to serve. The capacity described in the narrative meets the needs of the region.

#### C. PRACTICE MODEL

Describe how the service delivery model is consistent with the Critical Elements and HFI Policy Manual.

#### D. PROGRAM EVALUATION AND REPORTING

Describe adherence to Quality Assurance, discuss any corrective action plans undertaken, and any outcomes that should be highlighted.

#### E. SERVICES VARY PER COUNTY

If services will vary per county proposed for, please address those differences here.

#### ATTACHMENT F-ASSURANCES

# DEPARTMENT OF CHILD SERVICES (DCS) PROPOSAL FOR THE USE OF FEDERAL, STATE, AND COUNTY FUNDS

#### **Assurances**

- 1. The provider agrees that funds requested for this program are unavailable through existing funds. The funds requested will not supplant or replace already existing funds but will be used to expand the range of services or client population.
- 2. The provider agrees to meet all evaluation and reporting requirements such as monthly updates, quarterly reports, and court reports as requested by the Department of Child Services.
- 3. The provider agrees to conform to Title VI of the Federal Civil Rights Act of 1964, as amended, and to Indiana Code 22-9-1-10, as amended, and thus assures non-discrimination in practices concerned with staff recruitment as well as in the provision of services without distinction as to color, race, religion, sex, handicap, ancestry.
- 4. The provider agrees to upgrade and maintain cultural knowledge base of staff regarding issues of diversity and cultural competence, particularly with primary populations being served.
- 5. The provider agrees that if a regional funding source is paying for a group service by paying a group rate and non-DCS clients are members of the group and the non-DCS members are charged a fee, the sum of the fees collected shall be deducted from the approved group rate when processing the claim for regional funded services.
- 6. The provider agrees that the service for which the proposal is being written may require the appearance of the provider in court or appeals hearings. As part of its services, provider shall:
- a. Require appearance of its employees in court as required by DCS
- b. Immediately contact DCS regarding subpoenas/correspondence received, including notification of any correspondence addressed to a former employee.
- c. Provide contact information for former employees, if available.
- d. Provide a substitute witness for any former employee as requested by DCS.
- e. Timely copy and provide records and documentation
- f. Arrange for documentation of chain of custody on tests administered to clients as part of provider's services, if requested by DCS.
- 7. The provider and all staff will meet the qualifications indicated in the Healthy Families Indiana policy manual. Failure to meet qualifications could mean disqualification for payment of services rendered; therefore the grantee could have to make repayment for claims already paid. (If qualification waivers were granted during the term 7-1-06 to 12-331-09, the waiver will be honored as long as the person waived continues to work for the provider who sought the waiver.) Services will be conducted in a culturally competent manner that *include language and behavior that demonstrates respect for socio-cultural values, personal goals, life style choices, and complex family interactions.*
- 8. The provider agrees to maintain all case records indicating time spent with the clients, documents provided to the referring Department of Child Services and referral forms that authorize services.
- 9. The provider agrees to provide and maintain a drug free workplace as required by federal law (Drug Free Workplace Act of 1988-45 CFR, Part 76 subpart F). The provider agrees to sign the "STATE OF INDIANA DRUG FREE WORKPLACE CERTIFICATION".

- 10. The provider agrees that he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in its transactions with any Federal agency or department. The provider agrees to sign the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
- 11. The provider agrees that funds provided under this award may not be used by the provider to support lobbying activities are to influence proposed or pending Federal or State legislation or appropriations.
- 12. The provider agrees that in accordance with Part C of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts.
- 13. The provider agrees that direct Federal grants, sub-awards, or contracts under this program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under this program.
- 14. The provider agrees that the undersigned attests that he or she has not directly or indirectly, to the best of his or her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears on the face of the agreement. The provider agrees to sign the "Non-Collusion Affidavit."
- 15. The provider agrees to sign a state contract for the provision of proposed and approved service(s).
- 16. The provider agrees to register to business with the Secretary of State. If awarded the contract, the provider agrees that Agency will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies.
- 17. The provider agrees that the personnel signing the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority.
- 18. The provider agrees to take responsibility for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify

19. The provider agrees that they and any or all the sub-contractors shall meet the qualifications of the service standards or have received a waiver prior to 12/31/09 from the State DCS staff. It is ultimately the responsibility of the respondent to assure staff and sub-contractors meet the qualification listed in the service standard. In case of an audit the respondent could be in a pay back situation if service standards are not met.

as a Minority or Women Owned Business under IC 4-13-16.5-1.

20. The provider agrees to provide evidence that staff who works directly with DCS clients have received training on domestic violence, substance abuse and staff safety within the last 2 years.

Signature of the Certification Statement as part of the request for funds - proposal signifies agreement to comply with the above statements.

# **ATTACHMENT G-SAMPLE CONTRACT-Healthy Families Indiana**

# PROFESSIONAL SERVICES CONTRACT EDS#

This Co	ontract (the	"Contract"), er	ntered into b	y and	d betw	een the <u>I</u>	ndiar	na Departmo	ent of
Child	<u>Services</u>	(hereinafter	referred	to	as	"State"	or	"DCS")	and
-			(here	einafte	er ref	erred to	as	"Contractor	"), is
execute	ed pursuant	to the terms	and condit	ions s	set for	th herein	. In	considerati	on of
those m	nutual under	takings and co	ovenants, th	e part	ies ag	ree as fol	lows:	:	

#### 1. Duties of Contractor.

- A. <a href="Purpose">Purpose</a>: The purpose of this Contract is for the Contractor, which must be accredited by the national Healthy Families America, to provide certain home visitation and related services as part of the Healthy Families Indiana ("HFI") program (the "HFI Services"). HFI, which is modeled after the national Healthy Families America, is a voluntary multi-faceted home visitation program locally designed to promote healthy families and healthy children through services which include child development, access to health care, parent education, family incentives, staff training, and community coordination and education. The program model includes screenings, assessment, and home visiting activities that begin for eligible families either prenatally or at the time of birth. The goal of Healthy Families Indiana and of the HFI services herein described is to promote healthy families and children to help prevent child abuse through intensive early intervention services to families who have been identified at risk and who voluntarily participate in home visitation services with trained providers.
- B. HFI provides screening and assessment of families in targeted areas throughout the state of Indiana. Service entry points include WIC programs (WIC is the Special Supplemental Nutrition Program for Women, Infants, and Children), health clinics, and local hospitals. Parents are screened using a validated, standardized instrument, the Maternal Record Screen. Positive screens do not assess the risk of child abuse and neglect, but do indicate a need to conduct a more in-depth discussion with the family. Families with positive screens are then assessed using a standard validated instrument, the Kempe Family Stress Checklist. Family Assessment Workers also use a standardized rating scale to score the checklist. Families with a score of forty (40) or higher (with some exceptions) are offered the opportunity to participate in a voluntary home visiting program tailored to their individual needs.
- C. All Family Assessment Workers and Family Support Workers employed by local Healthy Families sites must complete forty (40) hours of Core Training within the first month of employment and a minimum of ninety (90) hours of wrap around training within the first six (6) months of employment.

- D. In order to accomplish the above-referenced purpose, the Contractor will provide the HFI Services set out in more detail herein and in accordance with the following (all of which are hereby incorporated by reference):
  - (1) The HFI Services must be provided by the Contractor in accordance with the Healthy Families Prevention Services Request for Proposal and all of its attachments (the "Healthy Families RFP"), which was issued by the State in March 2012; and
  - (2) The HFI Services provided by the Contractor must be provided in a manner that is consistent with the most current Healthy Families America accreditation standards and must comply with the most current "Critical Elements" defined by Healthy Families America as a result of repeated evaluation of early intervention programs with children and families. The current "Critical Elements" are attached hereto as **Exhibit 1** and hereby incorporated by reference; and
  - (3) The HFI Services provided by the Contractor must also comply with all applicable requirements set forth in the "Service Definitions" attached hereto as **Exhibit 2** and hereby incorporated by reference; and

## [link to be provided]

(4) The HFI Services provided by the Contractor must also comply with the most current version of the assurances ("Assurances") that the Contractor made in conjunction with the Healthy Families RFP, except to the extent that the terms of this Contract might specifically modify those Assurances. The Assurances may be modified/updated from time to time by DCS, but such Assurances are always available in their most current form at the following link (or any designated successor website):

#### [link to be provided]

- (5) The HFI Services provided by the Contractor must also comply with the Contractor's Response to the Healthy Families RFP (the "Contractor's RFP Response"), which was submitted by the Contractor in accordance with the specifications of the Healthy Families RFP; and
- (6) As set forth herein, in <u>Attachment A</u> (which is attached hereto and hereby incorporated by reference), and as described in the Healthy Families RFP and as approved by the State, the Contractor must provide the HFI Services for the county(ies) for which the Contractor has been chosen by the State to provide such HFI Services.
- E. The Contractor must comply with any and all applicable federal funding and/or grant terms, conditions, restrictions on use of funds, timelines for use of funds,

and any and all other requirements of any and all applicable federal funding and/or grant terms in their most currently applicable form.

- F. The Contractor hereby agrees to:
  - (1) advise participating families of the Hoosier Healthwise program at the time of assessment and assist families with enrollment:
  - (2) maintain its status as an accredited affiliate of Prevent Child Abuse America/Healthy Families America ("PCAA/HFA"); and
  - (3) adhere to the PCAA/HFA model, including all HFA standards. The State may, in its sole discretion, allow waivers of PCAA and HFA credentialing standards if requested changes are based on research and/or experience that support the change as the best practice for Healthy Families Indiana clients.
- G. The Contractor shall <u>not</u> use any of the funds it receives for the HFI Services it provides pursuant to this Contract for any of the following:
  - (1) providing inpatient hospital services;
  - (2) making cash payments to enrolled families;
  - (3) purchasing or improving land; purchasing, constructing, or permanently improving any building or other facility; purchasing major medical equipment or vehicles;
  - (4) paying for entertainment or membership dues; or
  - (5) satisfying any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds.
- H. The Contractor shall not assess fees for services to families participating in the program.
- I. The Contractor shall provide HFI Services in a non-sectarian manner.
- J. <u>Data Collection and/or Data Entry Requirements</u>: The Contractor shall comply with all data collection and/or data entry requirements specified and requested by DCS. As part of this compliance, the Contractor must enter/submit electronically all data requested by DCS, including, but not limited to, client data and service data, into DCS' approved database (which is currently the Datatude, Inc. system, but all references herein shall apply to DCS' system/provider current as of the time of required data entry) within the time period specified by DCS. The Contractor shall make all efforts to collect the appropriate data referenced above. If the Contractor demonstrates excessive use of the "unknown" answer choices in submitting any of the data requested by DCS, such excessive use shall be reported to DCS.

In the event that DCS' database provider, which is currently Datatude, Inc. (or any DCS' approved database provider) and/or DCS determines that any data

collected and/or entered into DCS' approved database fails to comply with the requirements of this Contract and/or is inadequate or insufficient in any respect, DCS shall notify the Contractor by certified mail of the deficiency and corrective action needed. The Contractor shall submit revised and corrected data within thirty (30) days of receipt of the deficiency notice.

K. Reporting Requirements: The majority of the reports pertaining to data collected and/or entered by the Contractor into DCS' approved database will be generated and prepared by Datatude, Inc. or the current database provider. However, the Contractor also hereby agrees that it shall prepare, maintain, and timely provide to DCS, upon request, any case record documentation, statistical reports, program reports, service information reports, client data and service data reports, outcome monitoring reports, other reports, or other information requested by the State relating to the services provided by the Contractor pursuant to this Contract in the format requested by the State, including, but not limited to, reports/information incident to monitoring or evaluating performance by the Contractor of the HFI Services specified in this Contract, and/or any statistical and program reports as are required by any laws, regulations, or policies of the United States or the state of Indiana that are applicable to the use of funds paid to the Contractor pursuant to this Contract.

In order to comply with this paragraph K, the Contractor shall, if requested by DCS, be required to submit case record documentation and reports in accordance with whatever frequency is requested by DCS (monthly, quarterly, or more or less frequent), with respect to any services provided pursuant to this Contract. Such case record documentation and reports must contain all of the information requested by DCS and must conform to the format and content of the documentation and/or reporting procedure specified by DCS.

- L. <u>Progress Reports</u>: The Contractor shall also submit any written progress reports requested by the State until the completion of the HFI Services and/or project described herein. If requested by DCS, these reports must detail progress made toward the completion of the HFA "Critical Elements", which are attached hereto as <u>Exhibit 1</u>. Also, if requested by DCS, these reports shall include information related to outcome measures and such information may be posted on the Healthy Families Indiana website.
- M. The State shall monitor and review the Contractor's delivery of services during the term of this Contract. The procedure that the State uses for monitoring the Contractor may change during the term of this Contract, and the Contractor will be notified of any changes in procedure. The procedure that the State uses for monitoring the Contractor may include, but not be limited to, the following:
  - (1) Conduct site visits and case file reviews as a means of ensuring quality service provision;

- (2) Review of invoices/claims submitted by the Contractor for payment, in relation to the service components and/or service rates specified in <a href="Mattachment A"><u>Attachment A</u></a>, and in relation to any additional payment/financial information set forth in Section 2 and/or in <a href="Mattachment A"><u>Attachment A</u></a>, including the specified total remuneration amount in Section 2(B);
- (3) Peer review conducted by DCS' staff or DCS' contracted staff using a tool approved by DCS;
- (4) Information received verbally or in writing from DCS concerning the Contractor's delivery of services requested or approved;
- (5) Information received verbally or in writing from service recipients, directly or through a DCS' local office, regarding services provided by the Contractor:
- (6) Review of the results of services provided in relation to the desired outcomes of those services; and
- (7) Information contained in any reports and evaluations relating to the Contractor's delivery of services under this Contract.
- N. One type of monitoring review that may be conducted by the State shall track the PCAA/HFA model and may document the following:
  - (1) Whether the services provided by the Contractor are consistent with the specifications set forth in this Contract (including its attachments);
  - (2) A complete, detailed analysis of actual state, local, and/or private funds expended to date on the services provided by the Contractor with the amounts for each budget line item (if applicable); and
  - (3) A detailed listing of all of the Contractor's services' costs by project budget line (if applicable) which are accrued yet unpaid (if applicable).
- O. The Contractor hereby agrees to participate in and comply with all evaluation activities specified and/or requested by DCS (whether or not such evaluation activities are subject to evaluation by DCS or some outside evaluator) relating to any of the services rendered by the Contractor pursuant to this Contract.
- P. For any of the above-described monitoring activities conducted by the State, the State may provide a written evaluation as to the Contractor's timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of project reports.

- Q. If this Contract is terminated by either party prior to the expiration of the Contract, the State may promptly conduct an on-site monitoring of the project and complete a project monitoring report.
- R. If requested by DCS, the Contractor must account for all program income and other costs incurred and expenditures made pursuant to this Contract. The Contractor shall keep records and documentation to support all costs and expenditures made and to support each rate for each component description identified in <a href="Attachment A">Attachment A</a>. The Contractor may require a higher level of fiscal accountability if the State suspects that the Contractor is financially unstable, has a history of poor accountability, or has a management system which does not meet State or federal standards.
- S. The Contractor acknowledges and agrees that federal funds it receives pursuant to this Contract shall not be used to supplant existing federal or non-federal funds used for activities similar to the activities authorized under this Contract.

#### 2. Consideration.

- A. In accordance with and subject to the specifications set forth herein, in the exhibits attached hereto, in <a href="Attachment A">Attachment A</a> (which is attached hereto and hereby incorporated by reference), and in Section 34 of this Contract, and solely for its provision of the HFI Services described herein, the State's payment to the Contractor for services will be based on the specified service components and service rates in <a href="Attachment A">Attachment A</a>. The Contractor must expend any and all funds/payments it receives pursuant to this Contract in accordance with any and all currently applicable federal funding and/or grant terms, conditions, restrictions on use of funds, timelines for use of funds, and any and all other requirements of any and all currently applicable federal funding and/or grant terms.
- B. Total remuneration under this Contract shall not exceed \$\_\_\_\_\_subject to Section 28.
- C. All expenses for travel (including transportation, mileage, per diem, and any other incidental expenses) of the Contractor or any of its employees, in relation to the provision or performance of any services described in this Contract, are included in the service rates specified in <u>Attachment A</u>. The State will not reimburse the Contractor separately for any travel expenses.
- D. Payment to the Contractor as provided in this Section will also be subject to the following conditions:
  - (1) Timely completion and submission of data into DCS' approved database as described above in Section 1(J);

- (2) Timely completion and submission to the State of any information required for any requisite reports and evaluations necessary to monitor services or programs and outcomes, as required above in numerous paragraphs of Section 1;
- (3) If requested by DCS, timely completion and submission to DCS of any requisite written reports relating to the Contractor's provision of services pursuant to this Contract, as required in Section 1;
- (4) Satisfactory completion and submission to the State of any applicable work product or other deliverable, as specified herein, in any attached exhibits, and/or in <a href="Attachment A">Attachment A</a>, for services that are provided by the Contractor and/or its subcontractors pursuant to this Contract.
- (5) Timely resolution of any issues related to Department of Revenue ("DOR") or Department of Workforce Development ("DWD"). The Contractor acknowledges that this Contract cannot proceed while any DOR or DWD "holds" exist.

#### 3. Term.

This Contract shall be effective for a period of two (2) years. It shall commence on September 1, 2012, and shall remain in effect through August 31, 2014.

## 4. Access to Records.

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

## 5. Assignment; Successors; and Subcontracting.

- A. The Contractor agrees to bind its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one (1) party.
- B. The Contractor shall monitor the performance of all subcontractors and shall remain responsible to the State for the performance of any subcontractor. The Contractor agrees

to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to the State upon request. The Contractor further agrees to notify the State of a breach of these provisions by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of such a breach.

# 6. Audits and Monitoring.

- A. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 et seq. and audit guidelines specified by the State.
- В. DCS considers the Contractor to be a "vendor," for purposes of this Contract. However, if required pursuant to the applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with the Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

The Contractor shall permit all examinations and shall generate and maintain all documentation necessary to comply with all relevant audit requirements.

C. In addition to an independent audit completed in accordance with paragraph A or B of this Section, the State may, in its discretion, conduct a separate audit(s) of funds provided pursuant to this Contract and/or any other necessary on-site monitoring reviews of the Contractor, for the purpose of: (i) outcome tracking (including, but not limited to, Sections 1(K), 1(L), 1(M), and 1(N) of this Contract); (ii) quality review of the services provided by the Contractor pursuant to this Contract; and/or (iii)

conducting any other requisite and/or desired program and/or service audits of the Contractor.

- (1) The Contractor shall, upon written demand by State, be required to repay to the State all sums paid by the State to the Contractor, for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit of the Contractor results in an audit exception, the State shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.
- (2) The Contractor agrees that the State has the right to make recommendations and findings in connection with any financial monitoring or audit of the Contractor's operations, and the Contractor agrees to comply with any corrective actions specified by the State, within the time limits established by the State.
- (3) The Contractor will provide to the State, upon request, a copy of any document or report prepared and maintained by the Contractor relative to costs incurred in providing the services described in this Contract and its attachments/exhibits.
- (4) The parties agree that any authorized employee or representative of the State, the state of Indiana or the United States (hereinafter referred to as "governmental agent") shall have the right to enter the premises of the Contractor or any subcontractor of the Contractor and inspect or audit any records or property agreements maintained by the Contractor or its subcontractors in connection with this Contract. The Contractor and its subcontractors shall make all books, records, and documents that relate to their activities under this Contract available for inspection, review, and audit when requested by a governmental agent. The Contractor shall ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by a governmental agent.
- (5) Following any State monitoring visit to the Contractor, the State may provide a written report to the Contractor. If the State chooses to provide a written report following a State monitoring visit to the Contractor, the State shall provide such report within sixty (60) days of such monitoring visit. The State's report may contain observations, evaluations, suggestions and/or specific directions for corrective action by the Contractor. In the event that specific corrective action is required, the Contractor will have sixty (60) days from the receipt of the directions to comply, unless a different time period for correction is specified by State. A failure of the Contractor to comply with the State's specific directions will be treated as a breach of this Contract. In the case of a dispute, the State and the Contractor will meet at their earliest convenience to resolve the issue in question.

D. As required, the Contractor shall timely file an "Entity Annual Report" (Form E-1) with the State and the Indiana State Board of Accounts.

## 7. Authority to Bind Contractor.

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

## 8. Changes in Work.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. With the exception of the modification procedures set forth in Section 28 of this Contract, this Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

#### 9. Compliance with Laws.

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, including any disaster plan protocol (Title IV-E and Title IV-B), and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <a href="http://www.in.gov/ig/">http://www.in.gov/ig/</a>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. Before this Contract may be moved through the State signature process, it must pass review by the Department of Workforce Development ("DWD") and the Department of Revenue ("DOR"). The Contractor acknowledges that this Contract cannot proceed while any DOR or DWD "holds" exist. Thus, if the Contractor has unpaid

unemployment insurance or unpaid taxes to the State, this Contract will be held until these issues are resolved.

- D. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- E. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract. In the event of DCS' receipt of a report (verbal or written) of criminal or potentially criminal activity by a member of the Contractor's staff (including any of the Contractor's subcontractors and their staff) that potentially threatens/endangers the life, health, or safety of any DCS' ward(s), DCS may immediately require a temporary suspension of such member of the Contractor's staff (including any of the Contractor's subcontractors and their staff) pending an investigation into the report.
- F. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this Section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- H. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- I. As required by IC 5-22-3-7:
  - (1) The Contractor and any principals of the Contractor certify that:
    - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC 24-4.7 [Telephone Solicitation of Consumers];

- (ii) IC 24-5-12 [Telephone Solicitations]; or
- (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
- (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor
  - (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixtyfive (365) days, even if IC 24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

## 10. Condition of Payment.

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations, as well as in accordance with any applicable accreditation and/or service standards and all specifications set forth above in Section 1 and in the other provisions of this Contract. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract (including, but not limited to, any applicable accreditation and/or service standards and all specifications set forth above in Section 1) or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

#### 11. Confidentiality of State Information.

- A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.
- B. The parties acknowledge that the services to be performed by the Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this Section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the Contractor, the Contractor agrees to pay the

cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

## 12. Continuity of Services.

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration and/or termination, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
  - 1. Furnish phase-in training, and
  - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
  - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires and/or is terminated, and
  - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration and/or termination that result from phase-in, phase-out operations).

## 13. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the state of Indiana. The term "principal" for purposes of this

Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

## 14. Default by State.

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

## 15. Disputes.

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
  - (1) The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of IDOA. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for

action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one (1) of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

(2) The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one (1) or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

## 16. Drug-Free Workplace Certification.

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the state of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the state of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a

- controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph A above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction:
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision C(2) above, or otherwise receiving actual notice of such conviction:
- E. Within thirty (30) days after receiving notice under subdivision C(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs A through E above.

# 17. Employment Eligibility Verification.

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

## 18. Employment Option.

- A. For purposes of this Section 18 of the Contract, the term "employee" is intended to include all staff working on the duties which are the subject of this Contract, including, but not limited to, the Contractor's employees working on this Contract, any subcontractors working for the Contractor on this Contract, and any of these subcontractors' employees or subcontractors.
- B. For purposes of this Section 18 of the Contract, the term "hire" or "hiring" means to hire, to directly contract with, to subcontract with, and/or to procure services through a State managed service provider, State quantity purchase agreement, or its equivalent (as determined by the State).
- C. If the State determines at any time during the term of this Contract (including any extensions thereof) that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect within thirty (30) days of receiving a request for such release from the State. This release will be at no cost to the State or the employee.
- D. In order to effectuate the purpose of this Section, the State may initiate conversations about a potential hiring with any employee of the Contractor at any time during the term of this Contract (including any extensions thereof).

## 19. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

## 20. Funding Cancellation.

- A. It is understood and agreed by the parties that all obligations of the State are contingent upon the availability and continued appropriation of state and federal funds, and in no event shall the State be liable for any payments in excess of available appropriated funds.
- B. If DCS makes a written determination that federal and/or state of Indiana funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be immediately canceled upon the Contractor's receipt of a written notice from DCS specifying such determination. Such written notice shall be sent in accordance with the specifications set forth in Section 31. A determination by DCS that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- C. When the Director of the State Budget Agency ("SBA") makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## 21. Governing Laws.

This Contract shall be construed in accordance with and governed by the laws of the state of Indiana and suit, if any, must be brought in the state of Indiana.

#### 22. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall <u>not</u> provide such indemnification to the Contractor.

## 23. Independent Contractor.

A. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

- B. The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.
- C. The Contractor certifies and agrees that the services the Contractor provides under this Contract will be performed in accordance with the following guidelines:
  - (1) Behavioral control The Contractor will be responsible to direct and control its staff with respect to how to carry out its duties under this Contract including:
    - (a) monitoring or providing training on how to perform services and
    - **(b)** instructions on:
      - -when and where to do the work;
      - -what tools or equipment to use;
      - -what workers to hire or to assist with the work;
      - -where to purchase supplies and services;
      - -what work must be performed by a specified individual; and
      - -what order or sequence to follow.
  - (2) **Financial control** In carrying out its duties hereunder, the Contractor will be responsible for:
    - (a) all business expenses incurred;
    - **(b)** any facilities or equipment it requires;
    - (c) managing its resources to meet obligations to the State and any other parties;
    - (d) all employment or contract issues with its staff; and
    - (e) managing any fluctuations in the cost of providing services.
  - (3) **Type of relationship** The Contractor's relationship with the State:
    - (a) is controlled by this Contract;
    - (b) includes no benefits other than the consideration paid for services rendered;
    - (c) includes no promise of future agreements; and
    - (d) addresses only one aspect of the State's overall mission.

# 24. Information Technology Enterprise Architecture Requirements.

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all Indiana Office of Technology ("IOT") standards, policies and guidelines, which are online at <a href="http://iot.in.gov/architecture/">http://iot.in.gov/architecture/</a>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29)

U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

## 25. Insurance.

- A. The Contractor shall secure and keep in force during the term of this Contract the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:
  - (1) Commercial general liability, including contractual coverage and errors and omissions coverage for professional conduct, and products or completed operations coverage (if applicable), with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State.
  - (2) Automobile liability with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence.
  - (3) The Contractor shall provide proof of such insurance coverage by tendering to the State representative listed directly below in this subparagraph a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the state of Indiana is required if any of the services provided under this Contract involve work outside of Indiana. The Contractor shall send the above-described proof of insurance coverage to: Andrea Preston, Program Director, Indiana Department of Child Services, 302 W. Washington Street, Room E306, MS 47, Indianapolis, IN 46204.
- B. The Contractor's insurance coverage must meet the following additional requirements:
  - (1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
  - (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
  - (3) The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

- (4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
- C. The State may require the Contractor to provide a bond or insurance coverage for all persons who will be handling funds or property received or disbursed as a result of this Contract, or who may carry out the duties specified in this Contract, in an amount equal to one-half (1/2) of the total payments provided to the Contractor under this Contract or \$250,000, whichever is less, to be effective for the period of this Contract plus three (3) years for purposes of discovery. The Contractor's coverage must provide protection against losses resulting from criminal acts and wrongful performance of the duties specified herein and must specify the state of Indiana as an obligee or additional insured. The Contractor shall immediately notify the State if said bond or insurance is cancelled or modified in amount of coverage. In the event of cancellation, the State shall make no further payments until certification is provided by a bonding or insurance company that the provisions set forth in this Section have been satisfied. The State may at its discretion require the Contractor to furnish additional or different bond or insurance coverage.
- D. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before commencement of this Contract. As described above in paragraph A(3) of this Section, the Contractor shall send the above-described proof of insurance coverage to: Andrea Preston, Program Director, Indiana Department of Child Services, 302 W. Washington Street, Room E306, MS 47, Indianapolis, IN 46204.

#### 26. Key Person(s) - deleted

#### 27. Licensing Standards.

The Contractor, its employees, and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

#### 28. Merger & Modification.

- A. This Contract constitutes the entire agreement between the parties with respect to the subject matter herein. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. Except as provided herein below, this Contract shall not be modified, supplemented, or amended in any manner.
- B. The parties agree that due to the uncertain availability of state and/or federal appropriated funds and/or the possibility of the need for a reduction in the services provided pursuant to this Contract, the total consideration payable by the State as specified in Section 2 of this Contract may be unilaterally decreased by the State, with a corresponding reduction in the Contractor's duties and responsibilities, immediately upon the Contractor's receipt of written notice (with any requisite revised <a href="Attachment A">Attachment A</a> attached thereto) or on the date specified in such notice. Such written notice shall be delivered to the Contractor at the address specified in Section 31 of this Contract via both regular U.S. mail and e-mail. This paragraph does not affect any right of the Contractor to payment for services performed before receipt of such written notice.
- C. The State may conduct periodic reviews of the anticipated utilization of funds provided by the State pursuant to this Contract. After such a review, the State may decide to reduce, redistribute, or increase the funding available to the Contractor pursuant to this Contract. The State shall give written notice of its decision to reduce, redistribute, or increase the funding available to the Contractor, which notice shall include a statement of the reasons for such modification and include, if applicable, an updated <a href="Attachment A">Attachment A</a> reflecting such change. Such written notice shall be effective immediately upon the Contractor's receipt of such written notice or on the date specified in such notice.
- D. Should the State (on its own or after it considers a request of the Contractor) determine that any billable unit, payment point, service code, service component, or any of the budgeted amounts for any service or cost component require(s) modification and such modification requires a revision to the information included in <a href="https://example.com/Attachment\_A">Attachment\_A</a>, such changes shall not require the execution of a formal amendment to this Contract, but may be accomplished by written notice from the State to the Contractor with an accompanying updated <a href="https://example.com/Attachment\_A">Attachment\_A</a>. Such written notice shall be effective immediately upon the Contractor's receipt of such written notice or on the date specified in such notice.
- E. Should the federal government notify the State of any changes to the federal funding and/or grant terms, conditions, restrictions on use of funds, timelines for use of funds, and any and all other changes to the requirements of the federal funding and/or grant terms that require a modification to the terms of this Contract, including, but not limited to, notification of an expansion of the purposes or uses for the federal and/or grant money, notification of an expansion or change of the entities able to use the federal and/or grant money, and/or

extension of a time period within which federal and/or grant funds must be expended, such modification(s) (even if such modification(s) require a revision to the information included in <u>Attachment A</u>) shall not require the execution of a formal amendment to this Contract, but may be accomplished by written notice from the State to the Contractor (with any requisite revised <u>Attachment A</u> attached thereto). Such written notice shall be effective immediately upon the Contractor's receipt of such written notice or on the date specified in such notice.

- F. Should the federal government approve of any changes requested by the State that affect the federal funding and/or grant terms, conditions, restrictions on use of funds, timelines for use of funds, and any and all other changes to the requirements of the federal funding and/or grant terms that require a modification to the terms of this Contract, including, but not limited to, an expansion of the purposes or uses for the federal and/or grant money, an expansion or change of the entities able to use the federal and/or grant money, and/or an extension of a time period within which such federal and/or grant funds must be expended, such modification(s) (even if such modification(s) require a revision to the information included in <a href="Attachment A">Attachment A</a>) shall not require the execution of a formal amendment to this Contract, but may be accomplished by written notice from the State to the Contractor (with any requisite revised <a href="Attachment A">Attachment A</a> attached thereto). Such written notice shall be effective immediately upon the Contractor's receipt of such written notice or on the date specified in such notice.
- G. The modifications described above in paragraphs B, C, D, E, and F of this Section, even if such modifications require creation of a revised <u>Attachment A</u>, may be accomplished by letter of notification from the State to the Contractor (with any requisite revised <u>Attachment A</u> attached thereto), without the necessity for a formal contract amendment.
- H. With the exception of the modification procedures permitted pursuant to paragraphs B, C, D, E, F, and G of this Section, this Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties. Nothing herein shall be construed as a commitment to execute future agreements with the Contractor or to extend this Contract in any way.

## 29. Minority and Women's Business Enterprises Compliance.

All contractors who submitted responses to the Healthy Families RFP indicated whether they were a MBE or a WBE listed on the Minority and Women's Business Enterprises Division Directory, which assists DCS in its effort to keep an agency-wide record of the percentage of its contractors that are MBEs or WBEs. This Contractor indicated the following:

The	Contractor	is	а	MBF.
1110	Contractor	ı	ч	IVIDE.

 The Contractor is a WBE.
The Contractor is not a MBE or a WBE.

#### 30. Nondiscrimination.

- A. This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.
- B. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, and except as permitted by 28 CFR Part 38 "Equal Treatment for Faith-Based Organizations", the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.
- C. The Contractor further agrees to comply with all applicable provisions of Indiana Code 22-9; Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d; Title II of the Americans with Disabilities Act, 42 U.S.C. 12134; and all other non-discrimination laws and regulations of the United States and the state of Indiana. In particular, the Contractor will ensure that no person shall, on the grounds of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran, be excluded from participating in or be denied the benefit of the Contractor's services, or otherwise be subjected to discrimination under any program or activity for which the Contractor or its subcontractors receive, directly or indirectly, state or federal funds.
- D. The Contractor understands that the State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.
- E. The parties agree that any publicity release or other public reference, including media releases, information pamphlets, etc., relative to the services provided under this Contract, will clearly state that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran.

#### 31. Notice to Parties.

- A. Whenever any notice, statement or other communication is required under this Contract, it shall be sent via regular U.S. mail and/or e-mailed to the following addresses, unless otherwise specifically advised.
  - (1) Notices to the State shall be sent and/or e-mailed to:

Andrea Preston
Program Director
Indiana Department of Child Services
302 W. Washington Street, Room E306, MS 47
Indianapolis, IN 46204
E-mail: Andrea.Preston@dcs.IN.gov

(2) Notices to the Contractor shall be sent and/or e-mailed to:

Contact Name
Contact Title
Contact Agency/Organization/Business Name
Address Line 1
Address Line 2
Contact E-mail Address

- B. Notice of any change in the person or address to whom notices should be sent and/or e-mailed, as specified in paragraph A of this Section, shall be given to the other party in the manner provided in paragraph A of this Section.
- C. As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.
- 32. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract (including <u>Exhibit 1</u>, <u>Exhibit 2</u>, and <u>Exhibit 3</u> (which will be described below in Section 50 of this Contract)); (2) any written notices given by the State to the Contractor (including any attachments thereto) pursuant to Section 28 of this Contract; and (3) <u>Attachment A</u>. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

# 33. Ownership of Documents and Materials.

A. All documents, records, programs, data, film, tape, articles, memoranda, and other

materials developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. The Contractor specifically releases to the State any property right which the Contractor may have to copyright, license, patent, or otherwise dispose of data, findings, recommendations, or other work product of this Contract. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract and as necessary thereafter.

- B. The Contractor shall grant the State shared access to all documents, including child files, records, programs, data, film, tape, articles, memoranda, and other materials related to this Contract. The Contractor shall provide the State full, immediate, and unrestricted access to such documents and materials during the term of this Contract and as necessary thereafter
- C. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to any of the above-referenced materials developed for or supplied by the State and/or used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall also be responsible for preserving and protecting the ownership and property rights of the State in all work in progress and other property to which the State is entitled hereunder, while the property is in the control or custody of the Contractor.

# 34. Payment and Fiscal Requirements.

- A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20. If the Contractor prefers not to have any interest calculated on payments made by the State as permitted by Indiana law and referenced below in Section 35, the Contractor may send a letter indicating such preference to the Indiana Auditor of State with a copy to DCS.
- B. The Contractor shall submit invoices/claim forms and such invoice/claim documentation as may be required by DCS for payment pursuant to this Contract. DCS will notify the Contractor of any change in invoice/claim procedure, and the Contractor shall use whatever invoice/claim forms and documentation are required by DCS' then current procedure and shall submit the appropriate invoices/claim forms and documentation to DCS, as directed. Invoices/claim forms may be submitted monthly for services performed during the calendar month(s) preceding the date of the invoice. Payment will be due not later than thirty-five (35) days after the date Contractor's invoice is received by DCS, together with a properly prepared invoice/claim voucher and any required documentation as approved by DCS.

However, the payment due date shall not apply to any invoice/claim that is disapproved or returned to the Contractor by DCS for revision or additional documentation, within thirty-five (35) days after the date it is received by DCS. The Contractor's invoice must be dated no earlier than the later of (a) the first date the Contractor is entitled to submit an invoice/claim for payment under the applicable provision of this Contract, or (b) one day before the date the invoice and accompanying claim documentation is delivered or mailed to DCS.

- C. An invoice will not be deemed to be properly prepared as required above in paragraph B if it is not received within ten (10) business days of the date included on the invoice (the "Invoice Date"). Any invoices submitted more than ten (10) business days after the Invoice Date will be deemed improperly prepared and will not be paid. DCS shall return such improperly prepared invoices to the Contractor for revision and such invoices must be resubmitted by the Contractor with a current Invoice Date in order to be processed for payment.
- D. A properly prepared invoice/claim must be submitted to DCS within sixty (60) calendar days after the date services are provided or costs incurred pursuant to this Contract. DCS may elect to deny payment of any invoices/claims that are not timely submitted as required in this paragraph. In the event the Contractor delays submitting a claim for which it expects third-party reimbursement, the Contractor may submit a written explanation to DCS as to why the claim was not timely submitted. If the claim was delayed because of billing Medicaid for reimbursement that was denied, the explanation must include the specific reason(s) for denial. If DCS deems that such written explanation described above is satisfactory, DCS shall pay otherwise valid claims. In the event that Medicaid has denied reimbursement because the Contractor failed to provide adequate documentation for an otherwise reimbursable claim, DCS will only be liable to pay the amount it would have paid had Medicaid approved the claim.
- E. Approval and payment of final invoices/claims will be conditioned upon receipt and approval of all State-required documentation. As State claiming or recordkeeping systems change, the Contractor may need to modify its systems to be compatible with State systems. The State will provide reasonable notice of any such changes.
- F. If the Contractor is being paid in advance for the maintenance of equipment and/or software, pursuant to IC 4-13-2-20(b)(14), the Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, prorated through the date of non-performance.

#### 35. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

#### 36. Progress Reports.

As described in Section 1(L), the Contractor shall submit any written progress reports requested by the State until the completion of the project described in Section 1 and the attached exhibits. If requested by DCS, these reports must detail progress made toward the completion of the HFA "Critical Elements", which are attached hereto as **Exhibit 1**. Also, if requested by DCS, these reports shall include information related to outcome measures and such information may be posted on the Healthy Families Indiana website.

The Contractor shall also submit any oral progress reports to the State upon request. Any progress reports requested by the State, either oral or written, may serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

#### 37. Renewal Option.

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of IDOA and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

## 38. Security and Privacy of Health Information.

- A. This Section applies only to the extent that the Contractor receives any protected health information ("PHI"), as referenced in paragraph B below, or any alcohol and drug abuse records (as defined in IC 16-18-2-12), health records (as defined in IC 16-18-2-226), concerning any individual, in connection with performance of any services under this Contract. Any records included in the above definitions in IC 16-18-2 are referred to herein as "Health Records."
- B. <u>HIPAA</u>. The Contractor agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, applicable provisions of Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Subtitle D, in all activities related to this Contract, to maintain compliance during the term of this Contract and after as may be required by federal law, to operate any systems used to fulfill the requirements of this Contract in full compliance

with all applicable provisions of HIPAA and to take no action which adversely affects the State's HIPAA compliance.

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those found in the HIPAA Regulations under 45 CFR Parts 160, 162, and 164.

To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor assures that it will appropriately safeguard all forms of Health Records and/or Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with all applicable requirements of law relating to Health Records and/or PHI with respect to any task or other activity it performs for the State including, as required by the final Privacy and Security regulations:

- (1) Implementing the following HIPAA requirements for any forms of Health Records and/or PHI that the Contractor receives, maintains, or transmits on behalf of the State:
  - (a) Administrative safeguards under 45 CFR § 164.308
  - (b) Physical safeguards under 45 CFR § 164.310
  - (c) Technical safeguards under 45 CFR § 164.312
  - (d) Policies and procedures and documentation requirements under 45 CFR § 164.316;
- (2) Implementing a disaster recovery plan, as appropriate for work conducted for this Contract, which includes mechanisms to recover data and/or alternative data storage sites, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster:
- (3) Not using or further disclosing Health Records and/or PHI other than as permitted or required by this Contract or by applicable law;
- (4) Immediately reporting to DCS' HIPAA Compliance Office any security and/or privacy breach directly relating to the work performed for this Contract of which the Contractor becomes aware;
- (5) Mitigating, to the extent practicable, any harmful effect that is known to the Contractor and immediately reporting to DCS' HIPAA Compliance Office any use or disclosure by the Contractor, its agent, employees, subcontractors or third parties, of Health Records and/or PHI obtained under this Contract in a manner not provided for by this Contract or by applicable law of which the Contractor becomes aware;

- (6) Ensuring that any subcontractors or agents to whom the Contractor provides Health Records and/or PHI received from, or created or received by the Contractor, subcontractors or agents on behalf of the State agree to the same restrictions, conditions and obligations applicable to such party regarding Health Records and/or PHI and agree to implement the required safeguards to protect it;
- (7) Making the Contractor's internal practices, books and records related to the use or disclosure of Health Records and/or PHI received from, or created or received by the Contractor on behalf of the State available to the State at its request or to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of determining the State's compliance with applicable law. The Contractor shall immediately notify DCS' HIPAA Compliance Office upon receipt by the Contractor of any such request from the Secretary of DHHS or designee, and shall provide DCS' HIPAA Compliance Office with copies of any materials made available in response to such a request;
- (8) In accordance with procedures established by the State, making available the information required to provide an accounting of disclosures pursuant to applicable law, if the duties of the Contractor include disclosures that must be accounted for;
- (9) Making available Health Records and/or PHI for amendment and incorporating any amendments to Health Records and/or PHI in accordance with 45 CFR § 164.526, if the Contractor maintains Health Records and/or PHI subject to amendment;
- (10) Make Health Records and/or PHI available to individuals entitled to access and requesting access in compliance with 45 CFR § 164.524 and the duties of the Contractor;
- (11) At the discretion of the State, authorizing termination of the Contract if the Contractor has violated a material provision of this Section; and
- (12) At the termination of the Contract, the Contractor shall return or destroy all Health Records and/or PHI received or created under the Contract. If the State determines return or destruction is not feasible, the protections in this Contract shall continue to be extended to any Health Records and/or PHI maintained by the Contractor for as long as it is maintained.
- C. <u>Drug and Alcohol Patient Abuse Records</u>. In the performance of the services listed in this Contract, the Contractor may have access to confidential information concerning the disclosure and use of alcohol and drug abuse patient records. The Contractor understands and agrees that data, materials and information disclosed to the Contractor may contain confidential and protected data, including confidential individual information concerning

alcohol and drug abuse patient records. Therefore, the Contractor promises and assures that any such confidential data, material, and information gathered or disclosed to the Contractor for the purposes of this Contract and specifically identified as Confidential Information will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State shall comply with applicable requirements under 42 CFR Part 2 and any other applicable federal or state statutory or regulatory requirements. The Contractor shall immediately report any unauthorized disclosures of these records to DCS' HIPAA Compliance Office.

## 39. Severability.

The invalidity of any Section, subsection, clause or provision of this Contract shall not affect the validity of the remaining Sections, subsections, clauses or provisions of this Contract.

#### 40. Substantial Performance.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

#### 41. Taxes.

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

#### 42. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency, whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a termination notice (the "Termination Notice") at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration ("IDOA") shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

# 43. Termination for Default and Termination or Suspension for Additional Reasons.

# A. <u>Termination for Default</u>

- (1) With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
  - (a) Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
  - (b) Deliver the supplies or perform the services within the time specified in this Contract or any extension;
  - (c) Make progress so as to endanger performance of this Contract; or
  - (d) Perform any of the other provisions of this Contract.
- (2) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (3) The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause of this Contract. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- (4) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- B. <u>Termination for Endangering Life, Health, or Safety of Any Person</u>. If the State determines that any breach of this Contract by the Contractor endangers the life, health, or safety of any person, the State may terminate this Contract by orally notifying the Contractor of the termination, followed by the mailing of written notification thereof within three (3) business days. Termination pursuant to this paragraph shall become effective at the time of the oral notification.

- C. Termination for Certain Business Changes, Assignments, and Bankruptcy. The Contractor agrees that the State may terminate this Contract immediately if the Contractor (1) ceases doing business; (2) assigns, transfers or delegates any of its duties and responsibilities for performance of this Contract to any other person or entity without prior written approval of the State: (3) changes or reorganizes its business in a manner which substantially impairs the ability of the Contractor to perform the services described in this Contract and its exhibits/attachments; (4) attempts to assign, transfer, convey or encumber this Contract in any way except as expressly authorized pursuant to the conditions of this Contract; and/or (5) if an order for relief is entered upon a voluntary or involuntary petition by or against the Contractor under any provision of Title 11, United States Code, and the trustee or debtor-in-possession does not timely assume all obligations of this Contract to be performed by the Contractor, as provided in 11 U.S.C. § 365, or in the event of appointment of a receiver for the Contractor or execution of an assignment for the benefit of creditors of the Contractor. Any notice of termination pursuant to this paragraph shall be provided in writing to the Contractor.
- D. <u>Termination for Change in Legal Status</u>. The Contractor shall provide written notice to the State of any change in the Contractor's legal name or legal status including, but not limited to, a sale or dissolution of the Contractor's business. The State reserves the right to terminate this Contract should the Contractor's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in the Contractor's legal status.
- E. Termination for Additional Reasons Stated in this Contract. This Contract is also subject to termination or suspension as stated in any other Section of this Contract, including, but not limited to: Section 6 (Audits and Monitoring); Section 9 (Compliance with Laws); Section 14 (Default by State); Section 16 (Drug-Free Workplace Certification); Section 17 (Employment Eligibility Verification); Section 19 (Force Majeure); Section 20 (Funding Cancellation); Section 24 (Information Technology Enterprise Architecture Requirements); Section 25 (Insurance); Section 27 (Licensing Standards); Section 30 (Nondiscrimination); Section 38 (Security and Privacy of Health Information); Section 42 (Termination for Convenience); Section 47 (Reports and Records Concerning Services); Section 49 (Conflict of Interest); and Section 50 (Criminal and Background Checks).
- F. <u>State Only Liable for Payment for Services Properly Provided Prior to Termination</u>. If this Contract is terminated for any reason, the State shall only be liable for payment for services properly provided prior to the effective date of termination. The State shall not be liable for any costs incurred by the Contractor in reliance upon this Contract subsequent to the effective date of termination.

### 44. Travel.

As described in Section 2(C), all expenses for travel (including transportation, mileage, per diem, and any other incidental expenses) of the Contractor or any of its employees,

in relation to the provision or performance of any services described in this Contract, are included in the service rates specified in <u>Attachment A</u>. The State will not reimburse the Contractor separately for any travel expenses.

# 45. Waiver of Rights.

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract. No waiver by the State of any breach of any provision of this Contract shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.

#### 46. Work Standards.

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards applicable to the services it provides pursuant to this Contract. The Contractor is responsible for ensuring that its employees, agents, and any subcontractors conform to the professional and technical guidelines and standards applicable to all services and programs that the Contractor provides under this Contractor. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract and/or those individuals assigned to provide any of the services pursuant to this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

# 47. Reports and Records Concerning Services.

A. In addition to any reports and case record documentation required by any previous provisions of this Contract (including numerous paragraphs of Section 1), the Contractor shall prepare, maintain, and timely provide to the State, upon request, any statistical reports, program reports, other reports, or other information requested by the State relating to the services provided by the Contractor pursuant to this Contract in the format designed by the Contractor and approved by the State or in the format requested by the State, including, but not limited to, reports/information incident to monitoring or evaluating performance by the Contractor of the services specified in this Contract, and/or any statistical and program reports as are required by any laws, regulations, or polices of the United States or the state of Indiana that are applicable to the use of funds paid to the Contractor pursuant to this Contract.

In order to comply with this paragraph A, the Contractor shall, if requested by DCS, be required to submit reports in accordance with whatever frequency is requested by DCS (monthly, quarterly, or more or less frequent), with respect to services provided to a child or family referred to the Contractor for provision or delivery of services pursuant to this Contract or with respect to any other services performed or any other issues pertinent to this Contract. These reports must contain all of the information requested by the State and must conform to the format and content of the reporting procedure specified by the State.

- B. This Section 47 (including all of its subsections) applies to any services that the Contractor provides pursuant to this Contract, including, but not limited to, all services to a particular child or family pursuant to this Contract, including (if applicable) any services related to probation.
- C. The Contractor shall cooperate with the State in any utilization review and shall, if requested, conduct or submit to any audit(s) requested by the State in addition to the audit following expiration or termination of this Contract required under Section 6 of this Contract.
- D. Prompt compliance by the Contractor with a request by the State to submit program and financial documentation during the term of this Contract is critical to this Contract. A failure of the Contractor to comply with any such request could result in immediate suspension of payments hereunder or termination of this Contract by the State.
- E. In the event the contents of any report is considered deficient by the State, the State will so notify the Contractor in writing, not later than thirty (30) days after receipt of the report. The notice will specify the nature of the deficiency and the corrective action or information needed. The Contractor shall submit to the State any revised or supplemental report within thirty (30) days after the date of the deficiency notice.
- F. The Contractor shall maintain records as necessary or appropriate to document services provided pursuant to this Contract. Those records shall include, but not be limited to, documentation relating to, or the time and place of meeting with, persons served by the Contractor and the persons who attended those meetings and copies of any reports or other materials representing the work product of any services provided by the Contractor pursuant to this Contract.

# 48. Delivery of Documents, Files, Data, Studies or Reports to the State Upon Termination or Expiration of this Contract.

Upon expiration or termination of this Contract, all documents, files, data, studies or reports prepared by the Contractor or any subcontractor pursuant to this Contract, and any supplies purchased by the Contractor or any subcontractor with funds received through

this Contract, shall be delivered to the State. The State may require the transfer of records, documents, or supplies to its own offices or to a designated successor.

#### 49. Conflict of Interest.

A. Paragraphs B through E of this Section apply if the Contractor is an individual, a corporation that issues stock to individuals representing ownership shares of the corporation, a partnership, a limited liability company, or any other form of business organization or association the members or owners of which could receive a personal financial benefit or increase in personal net worth attributable to income or profits received by the organization (exclusive of compensation in the form of salary or wages paid for services rendered to the organization). This Section, other than Paragraph F, does not apply if the Contractor is a nonprofit corporation, a school or university that is not organized or operated for the financial benefit or profit of individual owners, or an agency of a political subdivision or other governmental organization.

#### B. As used in this Section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party" means:

- (1) The individual executing this Contract;
- (2) An individual who has an interest of three percent (3%) or more of the Contractor, if the Contractor is not an individual; or
- (3) Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- C. The Department may cancel this Contract without recourse by the Contractor if any interested party is an employee of the state of Indiana.
- D. The Department will not exercise its right of cancellation under paragraph C above if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the state of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of state of Indiana employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this Section.

- E. The Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the state of Indiana. The obligation under this Section extends only to those facts which the Contractor knows or reasonably could know.
- F. The Contractor acknowledges and agrees that no employee, agent, representative, or subcontractor of the Contractor who may be in a position to participate in the decision-making process of the Contractor or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this Contract, either for himself or herself or for those with whom he or she has family or business ties.
- 50. Criminal and Background Checks.
- This Section applies to all directors/chief executive officers, facility managers, Α. licensing applicants and other heads of agencies, by whatever title, and each employee or volunteer (which includes interns) who has or will have electronic or physical access to children's records or direct contact with children on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Provider's staff in connection with performance of any services or activities pursuant to this Contract ("Covered Personnel"). To the extent applicable, the Contractor (referred to in this Section as Provider) shall conduct all criminal history and background checks required by law, this Contract, and the applicable DCS' policies, including those implemented by Administrative Letter. All required checks must be completed prior to the Contractor submitting this Contract for State signature. The checks will be conducted in the same manner as required for licensed residential child caring institutions, with respect to IC 31-27-3-3, subsections (e)(1) and (f), and the Provider shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section. The applicable laws and DCS' policies are updated periodically, and the Provider shall comply with those current as of the time the Provider executes this Contract, adds Covered Personnel, renews this Contract, or reaches the anniversary date of commencement of a multi-year agreement. Upon request, DCS will furnish the Provider with information on updates and any changes in policy or procedure. The current procedure requires the Provider to conduct the following checks:
  - (1) For all directors/chief executive officers, facility managers and licensing applicants, regardless of their level of contact with children, and those with direct contact with children on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Provider's staff in connection with performance of any services or activities pursuant to this Contract:
    - (a) Verify the identity of all individuals subject to criminal and background checks by viewing a current government issued picture I.D;

- (b) Conduct Child Protection Services (CPS) checks for all states of residency in the past five (5) years (for Indiana, send DCS a Request for Child Protection Services History Check; for other states, <u>see</u> DCS' website on child welfare policies and contractor policies for web links to CPS records);
- (c) Conduct Sex Offender Registry checks for all states of residency in the past five (5) years (see DCS' website for web links for national and state sex offender registry checks);
- (d) Conduct Local Law Enforcement checks with law enforcement agencies that would have responded to each residential address in the last five (5) years;
- (e) Register for Fingerprint-Based National and State Checks through the State approved fingerprint vendor [To do so, Contractor must confirm that it is listed as a current DCS agency with the current state-approved fingerprint vendor. If not, the Contractor's name will need to be added as a DCS agency prior to registering for fingerprinting.], and follow through with obtaining fingerprints; and
- (f) Review Results of Criminal and Background Checks and take appropriate action.

# (2) For those with **only** electronic or physical **access to children's records**:

- (a) Verify the identity of all individuals subject to criminal and background checks by viewing a current government issued picture I.D;
- (b) Conduct Child Protection Services (CPS) checks for all states of residency in the past five (5) years (for Indiana, send DCS a Request for Child Protection Services History Check; for other states, <u>see</u> DCS' website on child welfare policies and contractor policies for web links to CPS records);
- (c) Conduct Sex Offender Registry checks for all states of residency in the past five (5) years (see DCS' website for web links for national and state sex offender registry checks); and
- (d) Review Results of Criminal and Background Checks and take appropriate action.

# (3) For all Covered Personnel and Subcontractors:

The Provider shall require Covered Personnel and subcontractors for this Contract to immediately notify the Provider of any information about them that would have been revealed by the checks above including substantiation for child abuse or neglect or other similar complaints or charges and of any convictions or arrests. The Provider shall immediately relay such notice to DCS. The Contractor shall further collect from each Covered Personnel an annual attestation regarding whether that individual has any history of such substantiation, arrest or conviction and shall include any previously unreported information to DCS in its annual

Certification (such Certification is included in **Exhibit 3**, which is attached hereto and hereby incorporated by reference).

Except for A(3) above, the required checks must be performed every four (4) years based on the anniversary of the individual Covered Personnel's initial checks.

- B. The Provider shall be responsible for assessing job responsibilities and categorizing Covered Personnel as subject to A(1), A(2), or as not-covered and for performing the appropriate checks. Any Covered Personnel who might serve as a substitute for a covered position, even in emergency circumstances, should undergo the checks required for that covered position.
- C. The Provider shall maintain a record of the results of each check conducted pursuant to this Section. The Provider shall, if requested by the State, provide a copy of that record to DCS or make the record available for inspection by an authorized representative of DCS.
- D. With respect to any current Covered Personnel, the Provider shall submit the form attached hereto as <a href="Exhibit 3">Exhibit 3</a> (or a similar form as updated by DCS) at the time it submits this Contract to the State for signature or within thirty (30) days after the effective date of this Contract, whichever is earlier, and annually upon the anniversary of the effective date of the Contract. <a href="Exhibit 3">Exhibit 3</a> will certify that the requirements under paragraph A of this Section have been completed. The Provider shall furnish any other documentation related to background checks as DCS requests. The Provider has an ongoing obligation to assess job responsibilities and to conduct appropriate checks for employees or volunteers who join the Provider after this Contract begins. Such staff may not provide any services that involve contact with children before the requisite checks have been completed.
- In order to allow DCS to evaluate the results and to make determinations regarding E. qualifications, national fingerprint-based criminal history checks relating to Covered Personnel are required to be conducted through DCS' approved fingerprint vendor in accordance with the terms and conditions stated in IC 10-13-3-38.5, 39. The results of the national fingerprint-based criminal history checks will be returned to DCS as an authorized entity to receive the results. DCS will inform the Provider whether the report it receives concerning the subject of a check shows any record that would be grounds for denial of his/her ability to provide services and/or perform activities pursuant to this Contract. If any Covered Personnel receive a response of conditionally disqualified or disqualified, further follow up is required. If the result is disqualified, then the individual may be eligible for a waiver. Provider should contact the DCS' background check unit to determine if the individual is eligible and to apply for the waiver. DCS will not release to the Provider any criminal history record information ("CHRI") contained in any report that it receives from the Federal Bureau of Investigation ("FBI") through the Indiana

- State Police ("ISP"). If the Provider requests a waiver of criminal history, DCS will inform the Provider of the decision on the waiver request.
- F. In the event a criminal history or background check required herein produces any record concerning the subject of a check that would be a ground for denial of his/her ability to provide services and/or perform activities pursuant to this Contract and the Provider chooses to retain such employee or volunteer, that decision may be considered a material breach of this Contract.
- G. The Provider will be responsible for payment of all fees required to be paid for conducting any check required under this Section, whether the check is conducted by the Provider or by DCS. Any fees paid by DCS on behalf of the Provider may be offset against any claim for payment submitted by the Provider under this Contract.
- H. Upon request, DCS will assist the Provider in clarifying the requirements of this Section.

# 51. Purchase and Disposal of Property.

- A. As used in this Contract, "equipment" means tangible, non-expendable, personal property having a useful life of more than one (1) year and having a unit acquisition cost of \$5,000.00 or more. The Contractor will not expend any funds provided by the State pursuant to this Contract for the purchase or maintenance of equipment.
- B. As used in this Contract, "supplies" includes all tangible personal property other than equipment that is purchased or acquired by the Contractor through expenditure of funds provided to the Contractor by the State pursuant to this Contract. If the Contractor has in its possession, upon expiration or termination of this Contract, unused supplies having a total aggregate fair market value exceeding \$5,000.00, the Contractor may retain those supplies for use in any continuation of the program or activities funded pursuant to this Contract that is supported by a federal funding source, or any other program or activity that is supported by a grant or contract from the State that is funded in whole or in part by a federal agency.
- C. If all or any portion of supplies having a total aggregate fair market value at expiration or termination of this Contract exceeding \$5,000.00 are not needed or used for a purpose described in paragraph B above, the Contractor may retain those supplies for other uses or sell them. In either case, the Contractor shall reimburse the State for its proportionate share of the value or sale proceeds of the supplies, in the amount determined in accordance with 45 CFR 74.34(g).
- D. If the total aggregate fair market value of supplies in the Contractor's possession upon expiration or termination of this Contract is \$5,000.00 or less, the Contractor may retain or dispose of those supplies for its own use, without further obligation to account to the State for their disposition or proceeds thereof.

E. The Contractor shall retain all records relating to the purchase and disposal of supplies during the term of this Contract and for a period of four (4) years from the date the Contractor submits any final financial status or final program report to the State, or one (1) year from the resolution of any outstanding administrative, program, or fiscal audit question, or legal action, whichever is later.

# 52. Eligibility and Appeals.

- A. The parties agree that the eligibility of any individuals who may be provided services pursuant to this Contract shall be determined in accordance with any applicable accreditation and/or service standards, including any applicable State service standards, DCS' policy, and federal eligibility criteria and operating procedures.
- B. The State and the Contractor agree to maintain procedures and records in accordance with state and federal policies and regulations and to promptly address complaints and appeals between the parties and those of applicants for and recipients of services. Both parties agree to cooperate with the processing of any complaint or appeal.

#### 53. Fees.

The Contractor and its subcontractors shall impose no fees upon the recipients of any services provided through this Contract except as explicitly authorized by the State.

#### 54. Environmental Tobacco Smoke.

The Contractor agrees to comply with all provisions of 20 U.S.C. § 6081 *et seq.*, and any regulations promulgated thereunder. In particular, the Contractor agrees that it will require that smoking be prohibited in any portion of an indoor facility, other than a private residence, regularly used for the provision of services to children under the age of eighteen (18), and that it will comply with all applicable requirements of the statute and regulations. The Contractor further agrees that it will require the language of this condition to be included in any subcontracts which contain provisions for services to children.

# 55. Lobbying Activities.

A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, the Contractor hereby assures and certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid, or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". If the Contractor is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from the State.
- C. The Contractor shall require that the language of this certification be included in any subcontracts and that all subcontractors shall certify and disclose accordingly.
- D. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Contract and any transactions with the State. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

# 56. Religious or Political Activities.

- A. The State and the Contractor agree that services provided pursuant to this Contract shall be non-sectarian in nature and that religious activities shall not be included in any activities to be conducted hereunder. The Contractor agrees that, if it otherwise conducts religious activities as part of its organization, any inherently religious activities must be offered separately, in time or location, from the programs or services funded with direct federal financial assistance and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.
- B. The Contractor certifies that any funding provided by the State pursuant to this Contract shall not be used to further any type of political or voter activity.

#### 57. Buy American.

The State and the Contractor agree that, to the greatest extent applicable, all equipment and products purchased with funds provided by the State pursuant to this Contract shall be American-made.

#### 58. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2011 OAG/IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

#### 5. Assignment; Successors; and Subcontracting - modified;

- 6. Audits and Monitoring modified;
- 8. Changes in Work modified;
- 9. Compliance with Laws modified;
- 10. Condition of Payment modified;
- 12. Continuity of Services modified;
- 18. Employment Option modified;
- 20. Funding Cancellation modified;
- 23. Independent Contractor modified;
- 25. Insurance modified:
- 26. Key Person(s) deleted;
- 28. Merger & Modification modified;
- 29. Minority and Women's Business Enterprises Compliance modified;
- 30. Nondiscrimination modified;
- 31. Notice to Parties modified;
- 32. Order of Precedence; Incorporation by Reference modified;
- 33. Ownership of Documents and Materials modified;
- 34. Payment and Fiscal Requirements modified;
- 36. Progress Reports modified;
- 38. Security and Privacy of Health Information modified;
- 43. Termination for Default and Termination or Suspension for Additional Reasons modified;
- 44. Travel modified;
- 45. Waiver of Rights modified;
- 46. Work Standards modified;
- 47. Reports and Records Concerning Services added;
- 48. Delivery of Documents, Files, Data, Studies or Reports to the State Upon Termination or Expiration of this Contract added;
- 49. Conflict of Interest added;
- 50. Criminal and Background Checks added;
- 51. Purchase and Disposal of Property added;
- 52. Eligibility and Appeals added;
- 53. Fees added;
- 54. Environmental Tobacco Smoke added;
- 55. Lobbying Activities added;
- 56. Religious or Political Activities added; and
- 57. Buy American added.

#### THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

# SIGNATURE PAGE EDS#\_\_\_\_\_

# **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:		(Where Applicable)
By:		Attested By:
Printed Name:		
Title:		
Date:		
Indiana Department of Child Services		
By:		
By: James W. Payne, Director		_
Date:		_
Indiana Department of Administration		
By:	(for)	
Robert D. Wynkoop, Commissioner	, ,	
Date:		
		APPROVED as to Form and Legality:
State Budget Agency		Office of the Attorney General
By:	_(for)	By:(for)
Adam M. Horst, Director		Gregory F. Zoeller, Attorney General
Date:	Dat	e:

#### **EXHIBIT 1**

**Topic:** HFA Goals/Critical Elements

**Policy:** All sites will follow the HFA Goals and 12 Critical Elements. **Rationale:** Affiliation, Credentialing, HFI Strategic Plan 2007

### **HFI Policy Essentials:**

- HFA Goals:
  - 1. Systematically assess for family strengths and needs and refer as needed.
  - 2. Enhance family functioning by:
    - --Building trusting relationships
    - -- Teaching problem solving skills
    - --Improving the family's support system
  - 3. Promote healthy childhood growth and development
  - 4. Promote positive parent-child interaction and relationships
- The Self-Assessment tools are organized around functional areas of the program.

#### HFA CRITICAL ELEMENTS:

- 1. Initiate services prenatally or at birth.
- 2. Use a standardized (i.e., in a consistent way for all families) assessment tool to systematically identify families who are most in need of services. This tool should assess the presence of various factors associated with increased risk for negative childhood outcomes (i.e., social isolation, substance abuse, and parental history of abuse in childhood).
- 3. State clearly that families' participation is voluntary and use positive, persistent outreach efforts to build family trust.
- 4. Offer services intensely (i.e., at least once a week) with well-defined criteria for increasing or decreasing intensity of service over the long term (i.e., three to five years).
- 5. Services should be culturally competent in order that staff understands, acknowledges, and respects cultural differences among participants. Materials used should reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.
- 6. Services should focus on supporting the parent as well as supporting parent-child interaction and child development.
- 7. At a minimum, all families should be linked to a medical provider to assure timely immunizations and well-child care. Depending on a family's needs, it may also be linked to additional services such as financial, food and housing assistance programs, school readiness programs, child care,job training programs, family support centers, substance abuse treatment programs, and domestic violence shelters.
- 8. Services should be provided by staff with limited caseloads to assure that home visitors have an adequate amount of time to spend with each family to meet their varying needs and to plan for future activities (i.e., for most communities, no more than 15 families per home visitor on the most

- intensive service level. For some communities, the number may need to be significantly lower (e.g., less than 10)).
- 9. Service providers should be selected because of their personal characteristics (i.e., non-judgmental, compassionate, ability to establish a trusting relationship, etc.), their willingness to work in or their experience working with culturally diverse communities, and their skills to do the job.
- 10. Service providers should have a framework, based on education or experience for handling the variety of experiences they may encounter when working with at-risk families. All service providers should receive basic training in areas such as: cultural competency, substance abuse, reporting child abuse, domestic violence, drug-exposed infants, and existing services in their community.
- 11. Service providers should receive intensive training specific to their role to understand the essential components of family assessment and home visitation. These should include, but are not limited to, identifying at-risk assessment, offering services and making referrals, utilizing creative outreach efforts, establishing and maintaining trust with families, building upon family strengths, developing a family support plan, observing parent-child interactions, determining the safety of the home, teaching parent-child interaction, managing crisis situations, etc.
- 12. Service providers should receive ongoing, effective supervision so that they are able to develop realistic and effective plans to empower families to meet their objectives, to understand why a family may not be making progress and how to work with the family more effectively; and to express their concerns and frustrations so that they can see that they are making a difference in order to avoid stress-related burnout.

# **Recommended Operating Procedures:**

• See Strategic Plan

Rationale: Affiliation, Credentialing, HFI Strategic Plan 2007

Resources: Governance: F. Waiver

H. Affiliation

Management: M. Credentialing

# EXHIBIT 2 HEALTHY FAMILIES INDIANA SERVICE DEFINITIONS

#### 1. SERVICE DEFINITION:

Healthy Families Indiana (HFI) is a voluntary multi-faceted home visitation program locally designed to promote healthy families and healthy children through services that include child development, access to health care, parent education, family incentives, staff training, and community coordination and education. The program model includes screening, assessment and home visiting activities that begin for eligible families either prenatally or at the time of birth.

#### 2. METHOD OF PURCHASE:

Healthy Families Indiana services are purchased by a unit rate reimbursement method. A specific cost per unit based on actual cost is established before the contract is written and the monthly reimbursement for services is based on the number of units of service provided.

#### 3. CATEGORIES OF SERVICES:

Service is provided to families in three (3) categories: assessment, short term and long term home visitation.

# a. Eligibility Documentation:

- Screening/accessing the birthing population
- Assessment through a family interview; prenatally or prior to ninety (90) days after the birth of the target child. (Sites that choose to enroll families beyond two (2) weeks after the birth of the target child will be out of adherence on HFA standard 1.1C and 1.1D.)
- Documentation of family eligibility through documents to verify income, a social security number, screening, and an assessment
- Referral to home visiting long term or short term (up to 90 days)
- Documentation of family activities in Home Visiting Tracking Information System (HFI Database)

The Indiana Department of Child Services purchases units of service that are provided to families identified in their target population that comply with eligibility guidelines and the Healthy Families America Standards of the program's 12 Critical Elements.

#### **UNIT RATE:**

Unit rates are based on the programs actual cost budget submitted to the State for each funding year. Costs to provide assessment and home visiting are separate service components and identified by three (3) separate rates that are determined by the program model: (1) Assessment (family contact and interview); (2) Long Term (weekly home visiting on-going prenatally until the target child is age three (3) years; and (3) Short Term (home visiting prenatally, on-going up to 90 days).

### **Eligibility Documentation**

- Screening and or assessing families
- **Assessment** a one time assessment of families to determine eligibility through a family interview; prenatally or within two (2) weeks (or up to ninety (90) days recognizing that the site will be out of adherence on HFA standard 1.1C and 1.1D) from the birth of the target child. All activities to complete the assessment are documented.
- Long Term Ongoing Services Services to one (1) family per month until the target child is age three (3) years. Families who screen/assess positive prenatally and/or within two (2) weeks of birth (or up to ninety (90) days recognizing that the site will be out of adherence on HFA Standard 1.1C and 1.1D) and who meet other HFA guidelines can be offered long term Healthy Families ongoing services.
- **Short Term** Services to one (1) family per month up to ninety (90) days. Families who screen/assess positive prenatally and/or within 90 days after birth can be offered participation in Short Term services. Based on the birth date of the baby, the family will be eligible to receive 90-days of service, but cannot be transferred to Long Term services if outside of the two (2) week window.

#### Definition of Family Household for Eligibility:

- Mother of baby, baby, and other children of the mother
- Mother of the baby, father of baby in the home (legal or acknowledged biological), baby, and other children of the mother if in the home. Also include children of the father of the baby if the children are in the home.
- Prenatal mother and unborn baby and father of the baby and other children of the mother and father of the baby.
- Father and baby and other children of the father (if the mother is not in the home or if the mother does not have a social security number)

### Eligibility Guidelines for Funds Service –

- Families verify income documentation when entering the program.
- Family income cannot exceed 250% of poverty guidelines
- Head of house or target child must have a social security number
- The family must screen positive for services and an assessment must be completed
- Family information is entered into the HFI Database

# Exhibit 3 CERTIFICATION OF COMPLETION OF REQUIRED CRIMINAL AND BACKGROUND CHECKS

The Provider,, hereby certifies that it ha				
performed all of the checks as required pursuant to the criminal and background check				
procedure set forth in Section 50 [Criminal and Background Checks] of its professional service				
contract with the Indiana Department of Child Services (DCS) (EDS				
regarding child abuse and neglect or criminal activity. A list of the Provider's curren				
Covered Personnel that have received the requisite criminal and background check				
referenced herein is attached hereto. The list is divided into two parts, separately showing				
those who require full background checks, which include Fingerprint-Based national and				
state checks, from all the rest of the Covered Personnel. The Provider shall submit this form				
with an updated list annually upon the anniversary date of the Contract. Reminder: Covered				
Personnel who join the Provider after the Contract begins may <b>not</b> provide any services for the				
Provider pursuant to the Contract before the requisite criminal and background checks have been				
completed unless they are accompanied by other staff who have completed acceptable checks.				
The Provider hereby certifies that it has, per Contract requirements:				
Verified the identity of all individuals subject to criminal and background checks;				
Conducted Child Protection Services (CPS) checks (for Indiana, send DCS an Indian				
Request for Child Protection Services History Check form; for other states, <u>see</u> DCS				
website on child welfare policies and contractor policies for web links);				
Conducted Sex Offender Registry checks (see DCS' website on child welfare policies for				
web links for national and state sex offender registry checks);				
Conducted Local Law Enforcement checks using the completed and signed Application				
for Criminal History Background check form;				
Registered and completed fingerprinting through the DCS approved fingerprinting				
vendor and assured that a fingerprint-based status letter is received via e-mail for each				
Covered Personnel; and				
De la la la la la compania de la compania del compania de la compania de la compania del compania de la compania del compania de la compania de la compania del c				
Reviewed the results of criminal and civil Background Checks and taken appropriate				
action per DCS child welfare policy.				
Signature of Provider: Date				
Name printed: E-mail:				
Send to: DCS, Deputy Director of Services and Outcomes				
Rm. E 306, MS 47				
302 W. Washington St.				

Department of Child Services Document for Child Welfare Services Term September 1, 2012 to August 31, 2014

Indianapolis, IN 46204-2739

# **ATTACHMENT H: SCORING TOOL**

Proposal Scoring Tool				
Provider:	Scorer:			
Service:	Date:/	/		
<ol> <li>Instructions:</li> <li>Questions contained in Step 1 are Pass/Fail.</li> <li>Please complete one score sheet for each proposal.</li> <li>Remember to rate each statement listed on the score sheet described in the statement, mark as "0".</li> <li>The leader of the scoring meeting will collect the evaluation confidentiality forms signed by each member</li> </ol>			ards	
Summary of Evaluation	Criteria	Sco	re	
Step 1				
1. Adherence to Mandatory Requirements (followed instruct	ions and standard format)	(circle one) PASS	FAIL	
2. Application Pages signed <i>in blue ink</i> .		(circle one) PASS	FAIL	
Budget Section (20 Points Total)				
1. Budget Worksheets: This section needs to have all workshaccurately making sure to include affiliation fees, adminis (20 points)		/20		
Step 2				
Provider Narrative scoring (20 Points Total)		T		
1. The Provider Narrative: This section should cover all imp the organization to date, along with including the organiza Directors and any other affiliates. (10 points)			/10	
2. The Provider Narrative documents that the agency/provid working relationship with the local DCS or other commun relationship with the DCS. (10 points)			/10	
Service Narrative Scoring (60 points Total)				
1. The Service Narrative describe the referral and admission procedure/methods for a guaranteed time frame for initiational included. (10 points)			/10	
2. The Service Narrative defines the target population, the go provides the projected number of clients the Provider/Age described in the narrative meets the needs of the region. (2)	ency intends to serve. The capacity		/20	
3. The Service Narrative describes the method or model of s consistent with DCS service principles, HFA Critical Elempoints)	ervices that will be provided. It is		/20	
<ol> <li>Proposal describes adherence to Quality Assurance, discu undertaken, and any outcomes that should be highlighted.</li> </ol>			/10	
STEP 2 TOTAL POINTS			/100	

Comments:	
Evaluator Signature	Date

#### ATTACHMENT I-FEDERAL SELECTED DISALLOWED EXPENSES

# **Advertising:**

Advertising other than for recruitment of personnel, volunteers, or for specialized materials are not allowable.

### **Bad Debts:**

Bad debts expense is not an allowable expense.

# **Capital Expenditures:**

The cost of any capital purchase of \$500 or more is not allowed as an expense except through yearly depreciation.

# **Client Wages:**

Wages paid by the provider to recipients of purchased services should be offset by program income and are not allowable as expenses.

# **Contingencies or Reserve Funds:**

Funds reserved for specific or unforeseen future expenses are not allowable as expenses for purchased services.

#### **Contributions:**

Contributions or donations made by providers to others are not allowable expenses for purchased services or grants.

#### **Depreciation on Assets Purchased with Federal or State funds:**

Depreciation on buildings or equipment furnished by the federal government, purchased through federal grants, or by state monies is not an allowable expense.

#### **Entertainment Costs:**

Cost of entertainment, meals, diversions and ceremonials are not allowable expenses.

### **Expenses Offset or Other Federal Revenue:**

Expenses allocable to other federal programs are not allowable expenses.

#### **Fines and Penalties:**

Fines and penalties are not allowable as expenses for purchased services.

#### **Fund Raising Costs:**

Cost incurred for fund raising should be offset by fund raising revenue and are not allowable as expenses.

# **In-Kind Expenses:**

In-Kind expenses recorded to recognize the value of donated space, goods, and services are not allowable as service or grant expenses, but may qualify as required match.

# **Legal Expenses:**

Legal expenses not directly benefiting purchased services are not allowable expenses.

#### **Lobbying Expenses:**

Costs incurred in attempting to influence legislation including lobbyists and related expenses are not allowable as expenses.

#### **Interest Expenses:**

Interest expense is not an allowable expense.

# **Contract Supplies:**

Supplies used in the production of goods to be sold should be offset by program income and are not allowable as expenses.

# **Moving Costs:**

These costs are not allowed.

# Taxes:

Taxes for which the provider could be exempted are not allowable as expenses, and taxes and related penalties from prior years are not allowable as expenses.

# **Lease with Option to Purchase or Less-Than Arms Length:**

Any items such as building, vans or other equipment leased with the provision to purchase at the expiration of a specific period of time are not allowable. A less-than arms-length lease is one under which one party to the lease agreement is able to control or substantially influence the actions of the other. Such leases include, but are not limited to, those between (1) divisions of an organizations: (2) organizations under common control through common officers, directors or members; and (3) an organization and a director, trustee, officer, or key employee of the organization or his immediate family either directly or through corporations, trusts or similar arrangements in which they hold a controlling interest.

#### **Losses on Other Grants or Contracts:**

Any excess costs over income on any grant or contracts are not allowable as a cost of any other grant or contract.

#### Raw Materials:

The cost of raw materials to be used in products produced for contract work or the cost of any item purchased for resale ( such as bending machine supplies) are not allowable.

#### Stipends:

Stipends paid to employees attending classes are unallowable.

THE ABOVE IS NOT INTENDED TO BE A COMPLETE LIST OF EVERY EXPENSE WHICH WOULD NOT BE ALLOWED AS A SERVICE COST OR GRANT EXPENDITURE. FEDERAL REGULATIONS REQUIRE THAT EXPENSES MUST BE REASONABLE AND NECESSARY TO ACCOMPLISH THE PURPOSE OF THE GRANT OR CONTRACT. THE ALLOWABILITY OF A SPECIFIC EXPENSE WILL BE DETERMINED ON THAT BASIS AND BY COMPARISON TO THE ABOVE LIST AS WELL AS SPECIFIC GRANT OR CONTRACT PURPOSE.

The following is a list of items which are sometimes improperly recorded as expenses and are not allowable as service costs or grant expenditures.

#### **Medicare Settlements:**

When an audit by Medicare results in a repayment of funds, the repayment should be treated as adjustments to prior year's income, not as current expenses.

#### **Reimbursements:**

When audits by Family and Social Service Administration results in repayment, the repayments should be treated as adjustment to prior year's income, not as current expenses.

# **Expenses Which Have Been Offset by Credits:**

In order to be reimbursable, expenses must be net of all applicable credits. Occasionally money received by an agency to reduce an expense is improperly recorded as income instead. Example of items which reduce expense amounts are:

- Trade, cash, or prompt payment discounts
- Refunds or credits for overcharges or duplicate payments.
- Reimbursement for expenses incurred on behalf of another entity.

#### **Improper Costs:**

Any cost which should be the responsibility of an individual and is paid by the grantee is not allowable. In some situations, fraud may be involved and in those cases, the controller for Family and Social Services Administration should be contacted. An example would be an employee using funds of a not-for-profit grantee to pay for personal expenses such as his or her own utility bills, etc.