



Iowa Department of Human Services

REQUEST FOR PROPOSAL (RFP)

Child Welfare Crisis Intervention, Stabilization, and Reunification
Services (CISR)
ACFS18-001

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RFP Purpose.

The purpose of this Request for Proposal (RFP) is to solicit competitive Proposals from qualified Bidders who are capable of providing the Iowa Department of Human Services (Agency) with Child Welfare Crisis Intervention, Stabilization, and Reunification Services (CISR) as described in this RFP. Specifically, the Agency is seeking qualified Bidders to provide one, two, or three of the following CISR services: Child Welfare Emergency Services (CWES), Foster Group Care Services (FGCS), and/or Supervised Apartment Living Services (SAL) within one, multiple, or all five of the Agency's defined geographic Service Areas (Attachment E). By combining CWES, FGCS, and SAL into one RFP, the Agency is seeking innovative solutions to integrate services and create a system of care for Children requiring Emergency and/or Out-of-Home Placements. However, RFP responses will be submitted separately by service (CWES, FGCS, and SAL), and Contracts for each service (CWES, FGCS, and SAL) will be awarded separately. Bidders are expected to address Children's safety, Permanency, and well-being in all aspects of care they are proposing to provide. Qualified Bidders will articulate how they will collaborate with other child welfare stakeholders and contractors to ensure continuity of care.

The combined service array represents the Agency's intent to provide and support child welfare services that:

- are Family focused;
- are designed to build on Family strengths;
- enhance parents' or other caregivers' capacity to protect and safely care for Children;
- connect families to community resources and informal support systems;
- ensure Children who age out of Foster Care have the skills and connections to successfully Transition to adulthood;
- adhere to the Guiding Principles for Iowa's future Child Welfare System (Attachment F), Family-Centered Model of Practice (see definition, Section 1.2), and Child Welfare Model of Practice (Attachment G) as well as the JCS's Model of Practice (see definition, Section 1.2).; and
- are consistent with the principles of the Child and Family Service Review (CFSR) of Child safety, Permanency, and well-being while encouraging flexibility, innovation, and use of Evidence-Based Practice strategies to build a comprehensive continuity of care system.

The Agency has been holding public conversations since the fall of 2015 regarding child welfare procurements. As previously indicated to the child welfare community, awards resulting from this RFP will be made for each of the five geographic Service Areas (See the Service Area map in Attachment E). This is intended to facilitate the movement of Children back to their home communities to preserve connections to their families, home communities, schools, and community-based supports. The ideal place for Children is with their families; when it is not possible to keep a Child in the Child's own home, keeping the Child as close to that home is a viable alternative. The Agency and its JCS partners will focus on this principle, intending to make referrals to contractors within each Child's Service Area in order to preserve and reinforce each Child's relationships and connections in the Child's community.

Through this RFP the Agency seeks qualified Bidder(s) to provide services that include, but are not necessarily limited to the following (and as defined in each services' respective Scopes of Work) in each Service Area.

Child Welfare Emergency Services (CWES)

- Provide 24/7 response to Emergency referrals by the Agency, JCS, or Law Enforcement.
- Provide Diversion services whenever possible to help stabilize a Child and Family such that the Child can remain in or quickly return to the Child's home, ultimately reducing the time the Child is in an Out-of-Home Placement.
- Ensure CWES are immediately and individually responsive to each Child and their Family's needs and in the Child's community.
- Accept referrals and provide contracted services on a No Reject, No Eject basis.

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- Provide minimally restrictive, short term, temporary shelter care beds while maintaining as much normalcy for the Child as possible, including attendance at the Child's school of origin whenever appropriate.
- Maintain all required licensures, certifications, or approvals.

Foster Group Care Services (FGCS):

- Offer a safe, structured, and stable living environment for Foster Care Children unable to live in a Family situation due to social or emotional needs.
- Maintain all required licensures, certifications, or approvals.
- Accept all referrals and provide contracted services on a No Reject, No Eject basis.
- Facilitate Child development and the acquisition of age-appropriate life skills.
- Help each Child develop and maintain relationships with the Child's Family and community and ensure each Child stays connected to the Child's kin, culture, and community.
- Support a Child's education and ensure the Child continues to attend the Child's school of origin whenever possible.

Supervised Apartment Living (SAL):

- Provide SAL services to eligible Children who have the competence and desire to live with increasing independence in the community with supports.
- Provide guidance and support for a Child to develop life skills to address chores and household duties, budgeting, job searching, job interviewing, and attainment of important personal documents (e.g., driver's license or Social Security Card).
- Promote school attendance and ensure the Child is working towards the attainment of a high school diploma or high-school equivalency diploma. Contractors will be expected to support the Child's enrollment in the Child's school of origin and to assist the Child with post-secondary planning including vocational and collegiate aspirations.
- Develop an individualized Transition plan for each Child and assist the Child, from the time of SAL admission, to prepare for Transition out of the program and into adulthood.
- Accept all referrals and provide contracted services on a No Reject, No Eject basis.
- Maintain all required licensures, certifications, or approvals.

In response to this RFP Bidders may choose to bid on one or more services (FGCS, CWES, and/or SAL) in one or more Service Areas and must be able to articulate how they will collaborate with service providers across the CISR array of services. Bids may be submitted for:

- One service (CWES, FGCS, or SAL) in one Service Area;
- One service (CWES, FGCS, or SAL) in multiple (or all) Service Areas;
- Multiple (or all) services (CWES, FGCS, and/or SAL) in one Service Area; or
- Multiple (or all) services (CWES, FGCS, and/or SAL) in multiple (or all) Service Areas.

Bidders are required to submit a separate Proposal for each service for which they intend to bid: CWES, FGCS, and SAL. A Bidder submitting a Proposal for one service will submit only one Proposal regardless of the number of Service Areas proposed. A Bidder submitting Proposals for two services will submit two separate Proposals, one for each proposed service, regardless of the number of Service Areas being proposed. A Bidder submitting Proposals for all three services will submit three separate Proposals, one for each CWES, FGCS, and SAL, regardless of the number of Service Areas being proposed. If bidding on multiple Service Areas for a service (CWES, FGCS, or SAL), one Proposal (per service) will encompass all the Service Areas for which the Bidder intends to bid, however, Service Area specific topics are required to be addressed in the response.

The Agency intends to award multiple contracts as a result of this procurement. Multiple contracts may be awarded for each service in each Service Area. Each service (CWES, FGCS, and SAL) will be awarded separately for each Service Area. The same or different Bidders may receive contracts for multiple services in multiple

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Service Areas. The Agency may award contracts to as many Bidders as necessary to meet the purpose of this RFP. The Agency reserves the right to select eligible Bidders in order to best meet the needs of the Agency, Service Areas, JCS, and the Children and families to be served.

Duration of Contract(s).

The Agency anticipates executing contracts that will have an initial 2-year contract term with the ability to extend any contract for 4 additional 1-year terms. The Agency will have the sole discretion to extend any contract.

Bidder Eligibility Requirements.

All Bidders shall meet all Agency licensure, certification, or approval requirements for the respective services. These include standards in the 441 Iowa Admin. Code Chs. 105, 108, 114, and 115. Bidders who do not meet licensure requirements by the time bid proposals are due shall have licensure by the date of contract.

For Proposals submitted to provide CWES, FGCS, or SAL, all Eligible Bidders shall meet the requirements of the CWES, FGCS, and SAL Scopes of Work.

Procurement Timetable

There are no exceptions to any deadlines for the Bidder; however, the Agency reserves the right to change the dates. Times provided are in Central Time.

Event	Date
Agency Issues RFP Notice to Targeted Small Business Website (48 hours):	October 19, 2016
Agency Issues RFP to Bid Opportunities Website	October 24, 2016
Bidder Intent to Bid Form Due By	November 9, 2016 1:00 PM CST
Bidder Written Questions Due By	First Round: November 10, 2016 1:00 PM CST
Agency Responses to Questions Issued By	First Round: December 2, 2016 1:00 PM CST
Bidder Proposals and any Amendments to Proposals Due By	January 11, 2017 1:00 PM CST
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	March 24, 2017
Contract Negotiations and Execution of the Contract Completed	April 21, 2017
Anticipated Start Date for the Provision of Services	July 1, 2017

Section 1 Background and Scope of Work

1.1 Background.

This RFP is designed to provide Bidders with the information necessary for the preparation of competitive Bid Proposals for providing the CISR services as described in this RFP and for meeting other requirements and Deliverables described herein. A main goal of the executed contracts is to adhere to the Guiding Principles for Iowa's future Child Welfare System (Attachment F), Family-Centered Model of Practice (see definition, Section 1.2), and Child Welfare Model of Practice (Attachment G) as well as the JCS's Model of Practice (see definition, Section 1.2).

Iowa's child welfare and juvenile justice system is intended to serve Children and families needing various amounts of intervention, protection, and support services that ensure safety, Permanency, and well-being. Children and families are served in a number of ways using Iowa's evolving service array including, but not limited to, Safety Plan Services, Family Safety, Risk, and Permanency Services (FSRP), Recruitment and Retention, Training, and Support of Resource Families (RTS) activities (formerly separate Recruitment and Retention and Support Services for Resource Families activities), and Crisis Intervention, Stabilization, and Reunification (CISR) services (formerly separate Child Welfare Emergency Services, Foster Group Care Services, and Supervised Apartment Living services). These services, developing public/private partnerships, and cross-system/service domain collaborations (e.g., mental health, health, education) form Iowa's emerging system of care for Children and families.

The Agency's goal is to keep a Child in the Child's home whenever possible. When Out-of-Home Placement is necessary, the Placement is not intended to be a permanent solution, and the Child's safety, Permanency, and well-being are essential. Contractors are responsible for promoting each Child's relationships with Family members and other persons in the Child's Positive Support System when not limited by JCS or the Agency. Children shall be protected in the least restrictive setting necessary, and the Agency and its partners are obligated to provide a nurturing environment where Children can thrive.

Interested Bidders shall be aware the contracts executed as a result of this RFP will contain performance measures. The Contractor will have the opportunity to earn additional payments based on the Contractor's performance. Subsequent contract renewal decisions may be contingent on Contractor performance. The Agency has identified desired results through performance measures and targets and will monitor the results achieved under the contract. The Agency may re-evaluate performance measures at the end of the initial two-year contracts.

The RFP process is for the Agency's benefit and is intended to provide the Agency with information to assist in the competitive selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid Proposal. The Agency adheres to all applicable State and federal laws, rules, and regulations when entering into a contract for services.

1.1.1 Concept Moving Forward

The Agency has made a number of determinations in advance of issuing this RFP. These include the following:

- a) The Agency has decided that for this RFP serving each Child near the Child's home and/or community is a key component to success. Service delivery to Children will occur at a local level, based upon the Agency's defined Service Areas. Multiple contracts may be awarded for each service in each Service Area, and each service (FGCS, CWES, and SAL) will be awarded separately. This decision was made to encourage the movement of Children back to their communities of origin to preserve connections of Children to their families, home communities, schools, and Positive Support Systems. Bidders may bid for multiple Service Areas, and awards will be made separately for each service (CWES, FGCS, and SAL) in each Service Area. Bidders will submit one Proposal for each service for which the Bidder intends to offer services, and each Proposal will include a section for the Bidder to address Service Area specific questions. The

Agency intends to award multiple contracts per service in each of the five Service Areas. A single Bidder bidding on multiple Service Areas may be awarded contracts in more than one Service Area. Contractors in each Service Area will coordinate with one another, when necessary, to assist a Child and/or Family.

- b) The Agency has decided to combine the previously discrete procurements for CWES, FGCS, and SAL into a single new procurement for Crisis Intervention, Stabilization, and Reintegration services. By combining these services into a single procurement, the Agency is seeking to develop a comprehensive, connected approach to serving Children in need of Out-of-Home Placement. Multiple contracts may be awarded for each service in each Service Area. Each Service (FGCS, CWES, and SAL) will be awarded separately for each Service Area.
- c) The Agency has decided to emphasize and mandate the use of the One Caseworker Model for each service. A Child in CWES, FGCS, or SAL will have one Caseworker assigned by the Contractor in each service to coordinate the delivery of the Child's Service Plan and to be the point of contact for the Child, the Child's Family or other persons in the Child's Positive Support System, and the Referring Worker. The One Caseworker Model is designed to ensure a Child and Child's Family have consistent access to Contractor staff and to better coordinate services for each Child.
- d) The Agency has decided to pursue a further integration of child welfare services through collaboration across Agency contracts and community providers. In the future, the Agency hopes to continue to pursue a more cohesive and comprehensive array of services.
- e) Contractors will participate with the Agency to further develop strategies for:
 - o Implementing Evidence-Based Practices;
 - o Increasing continuity of care for Children receiving child welfare services;
 - o Innovating to provide more community-based services and stabilizing Children and the Children's families so that Children can return home; and
 - o Developing strategies to engage Family members in treatment.

1.1.2 Guiding Principles for Iowa's Child Welfare System

Child welfare services are primarily focused on promoting safety, Permanency, and well-being for Children, a philosophy consistent with the expectations of the Federal Government under the Child and Family Services Review process and the Agency's Child Welfare Model of Practice, Family-Centered Model of Practice, and JCS's Model of Practice. The Agency is continually striving to improve outcomes for Children and families who are involved in the child welfare system. To that end, the Guiding Principles for Iowa's future child welfare system are in the forefront of planning to improve outcomes for Children and families.

The Guiding Principles of Iowa's Child Welfare System (henceforth "Guiding Principles") are included in Attachment F.

1.1.3 CWES Overview

CWES are short term and temporary child welfare interventions provided through the child welfare system and focus on Children's safety, Permanency, and well-being. They are intended to immediately respond to the needs of the eligible CWES Target Population defined for this RFP. CWES approaches range from the least restrictive approaches that can be used as alternatives to an Emergency Juvenile Shelter Care Placement (e.g., Family conflict mediations or In-Home Onsite Mediation Services and Follow-Up provided before Children require Removal from their home) to more restrictive Emergency services including Out-of-Home Placements with relatives, foster families, or Emergency Juvenile Shelter Care (as permitted by the Iowa Code). CWES eligible Children are referred by the Agency, JCS, and Law Enforcement.

CWES are not intended to be a long-term engagement for a Child, neither the alternatives to Placement or a shelter Placement. Whenever possible, the Agency encourages diversionary shelter alternative services to be provided in the Child's home thereby mitigating trauma and maintaining the Child's community connections. For those Children in temporary Placement, connecting the Family to services during and after Placement will reduce

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the likelihood of the Child's return to CWES. Therefore, performance measures have been included to reinforce the Agency's CWES goals of increasing Diversions from Out-of-Home Placement and discharge to a Family-Like Setting.

A demographic profile of the Children referred to the CWES Shelter alternative services in State Fiscal Year (SFY) 2016 is illustrated in the following Tables 1-4.

Service Area	Western (1)	Northern (2)	Eastern (3)	Cedar Rapids (4)	Des Moines (5)
DHS	74	17	30	82	130
JCS	3	8	5	83	19
Law Enforcement	167	219	11	327	108
Total	244	244	46	492	257
Percentage	19%	19%	4%	38%	20%

Age	0-5	6-11	12-15	16-17	Total	%
DHS	107	61	101	64	333	26%
JCS	0	5	63	50	118	9%
Law Enforcement	69	130	366	267	832	65%
Total	176	196	530	381	1,283	100%
Percentage	14%	15%	41%	30%	100%	

	Male	% Male	Female	% Female
DHS	168	24%	162	28%
JCS	69	10%	45	8%
Law Enforcement	461	66%	364	64%
Total	698	100%	571	100%

	White	African American	Latino	Other	Unknown	Total
DHS	185	56	52	21	22	336
JCS	80	25	5	2	3	115
Law Enforcement	585	116	52	56	23	832
Total	850	197	109	79	48	1283
Percentage	66%	15%	9%	6%	4%	100%

The following table contains data regarding CWES Emergency Juvenile Shelter average daily utilization in the Agency's Service Areas for SFY16.

Western (1)	Northern (2)	Eastern (3)	Cedar Rapids (4)	Des Moines (5)
40	36	6	23	48

1.1.4 FGCS Background

FGCS are one array of services for Child welfare interventions offering a safe and protective structured living environment for eligible Foster Care Children who are considered unable to live in a Family situation due to social or emotional needs, or but are able to interact in a community environment with varying degrees of supervision. Children are adjudicated either for having committed a Delinquent act (Delinquent) or as a Child In Need of Assistance (CINA) and court-ordered to State-licensed Out-of-Home care provided in licensed facilities 24 hours a day and seven days per week offering room, board, and age appropriate and transitional child welfare services.

FGCS services are intensive and aimed at Child development, stabilizing behaviors, and acquisition of life skills. As the FGCS becomes a temporary "home" for the Child, Contractors are responsible for making the FGCS environment welcoming and nurturing, promoting safety, and mitigating the trauma of Out-of-Home Placement. Contractors shall be aware of these goals as staff are hired and trained to work with the Child in FGCS. The Agency's goals of reducing length of stay, returns to FGCS, Recidivism, and delinquency and increase discharge to a Family-Like Setting are reflected in the performance measures. FGCS Contractors are expected to engage in active planning for Reintegration from the time of the Child's entrance into FGCS.

In SFY16, there were the following number of unduplicated Children in Foster Group Care. Table 6 provides this background information.

	Statewide	Western (1)	Northern (2)	Eastern (3)	Cedar Rapids (4)	Des Moines (5)
Total FGCS Children	588	96	96	97	110	189
Agency Case Management	235	37	39	30	53	76
JCS Case Management	353	59	57	67	57	113
Female	157	18	26	32	31	50
Male	431	78	70	65	79	139
0-12 years old	44	6	6	4	6	23
13-15 years old	293	43	55	64	52	78
16-18* years old	251	46	35	29	52	89

*Note: 18 year olds are included in this Agency data count, but only occasionally is an 18-year-old in Foster Group Care

In SFY16, there were the following number of episodes of Placement of Children in Foster Group Care, indicating that some of the Children shown above in Table 6 returned to Foster Group Care during the year. The following Table 7 provides background information.

Table 7: Number of Episodes of Placement of Children in FGCS						
	Statewide	Western (1)	Northern (2)	Eastern (3)	Cedar Rapids (4)	Des Moines (5)
Total FGCS Children	995	212	202	121	166	294
Agency Case Management	398	81	81	38	80	118
JCS Case Management	597	131	121	83	86	176
Female	284	54	56	39	53	82
Male	711	158	146	82	113	212
0-12 years old	67	18	14	3	9	23
13-15 years old	254	48	53	38	38	79
16-18* years old	674	146	134	80	119	192

*Note: 18-year-old Children are included in this Agency data count, but only occasionally is an 18-year-old in Foster Group Care.

1.1.5 SAL Overview

SAL is the least restrictive Foster Care Placement in the child welfare service array for Children who do not have a Placement in a home and are gaining independence as they approach young adulthood. SAL was designed for the Child who has the ability and desire to live relatively independently with supports in a community with less supervision than is provided in a Family Foster Care or FGCS setting. SAL Contractors promote a Child's ongoing education and provide guidance to Children to help them develop skills needed for daily living such as developing monthly budgets and paying their bills, shopping for their food, preparing their own meals, doing their own laundry and cleaning, and engaging with the community. SAL services are offered in either a cluster or scattered settings, depending on the Child's level of independence. To be eligible for Placement in SAL cluster setting, the Child must be at least age 16 ½ years of age. To be eligible for Placement in SAL scattered-site setting, the Child must be at least 17 years of age and have successfully lived in a SAL Cluster site.

SAL is intended to help the Child gain the education and life skills needed to move into adulthood. The Agency's focus will be to ensure Children referred to SAL are appropriate for the independence of this Placement and will be successful in this Placement. The Contractor is expected to guide the Child to develop abilities to manage life and to gain Self-sufficiency. Progress shall be observable and documented as each month of the Placement passes. This begins with the Contractor accurately assessing the Child's abilities and weaknesses when SAL services begin and developing an appropriate Service Plan with the Child and their Positive Support System. The Contractor is neither expected to do everything for the Child nor to leave the Child to do everything by himself or herself but to gradually delegate responsibilities to the Child as the Child demonstrates responsibility and capability. Therefore, as the Child in SAL gains additional life skills and demonstrates responsibility, the Contractor will permit the Child to have greater independence.

The Contractor will also focus on assisting the Child to maintain and/or develop Family and Positive Support System relationships and community connections as these relationships and connections will be crucial as the Child moves into adulthood.

The Contractor will also be responsible for promoting the Child's engagement in Aftercare services after Transition. This means including Aftercare in Transition activities so that Aftercare supports can best aid Transition from SAL to the setting most fitting as the Youth enters adulthood.

The Agency seeks greater Placement stability for Children placed in SAL, the Contractor shall promote a Child's retention in SAL Placement until the age of 18, unless the Child can appropriately return to a Family Placement before that time. The Agency has developed a performance measure for Placement stability as well as measures for Child attainment of life skills and engagement in Aftercare services.

The following Table 8 shows the Children in Supervised Apartment Living Foster Care in June 2016.

Table 8: Children in SAL				
	Number of Children			Average Length of Stay in Months
	Scattered Site	Cluster Sites	Total	
Western (1)	8	6	14	5.2
Northern (2)	6	5	11	5.78
Eastern (3)	4	3	7	5.77
Cedar Rapids (4)	0	5	5	6.55
Des Moines (5)	9	12	21	6.87

1.2 RFP General Definitions.

Definitions in this section correspond with capitalized terms in the RFP.

“Agency” means the Iowa Department of Human Services.

“Bid Proposal” or **“Proposal”** means the Bidder's proposal submitted in response to the RFP.

“Contractor” means the Bidder who enters into a Contract as a result of this Solicitation.

“Deliverables” means all of the services, goods, products, work, work product, data (including data collected on behalf of the Agency), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with any Contract resulting from this RFP.

“Invoice” means a Contractor's claim for payment. At the Agency's discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form accepted by the Agency, such as a General Accounting Expenditure (GAX) form.

Definitions specific to this RFP.

“Administrative Costs” means costs that may include, but are not limited to, such categories as salary and fringe benefits for administrators and support staff, utilities, data collection and data processing costs, printing, communications equipment and services, and other costs necessary to support the delivery of services to Children and families.

“Admission and Discharge Protocol” means the protocol used by the Agency, Juvenile Court Services, and Contractors that defines allowable reasons a Contractor can deny a Child's admission to shelter or carry out an

unplanned discharge from shelter and a review process to resolve issues related to admission or unplanned discharge.

“Aftercare;” “Iowa Aftercare” means a program designed to provide service and supports to the Aftercare eligible population to assist program participants in achieving Self-Sufficiency for the Transition from adolescence to adulthood. Participation in the program is voluntary for the eligible Child. A component of the Aftercare Program, Preparation for Adult Living (PAL), provides financial support to eligible Youth who are receiving Aftercare services. A monthly stipend may be provided to a Youth receiving Aftercare who meets eligibility requirements per 441 Iowa Admin. Code § 187.11.

“Behavioral Health Intervention Services” (BHIS) means services provided to Children who are Medicaid eligible and under twenty-one (21) years of age and their families to remediate mental health symptoms and behaviors.

“Business Day” means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

“Casey Life Skills Assessment” (CLSA) means a suite of comprehensive online assessments, learning plans, and learning resources that can be utilized at no charge to help engage young people in Foster Care whereby they can gain the life skills they need to exit care. The tools are strengths-based and were built and refined with user input and research. The assessments consist of statements about life skills domains deemed critical by Youth and caregivers for successful adult living (Career Planning, Communication, Daily Living, Home Life, Housing and Money Management, Self-Care, Social Relationships, Work Life, and Work and Study Skills). The CLSA is intended for Youth age 8-18. There are also additional assessment supplements designed to help young people who have specific needs and challenges. The specific topics are: pregnancy and parenting infants and young Children; homeless; Youth values; education; gay, lesbian, bisexual, transgender, and questioning Youth (GLBTQ); and American Indian.

“Case Management” means Agency social casework working with Children to assess and identify individual and Family strengths and needs, develop Case Permanency Plans to provide appropriate supports and services, implement the Case Permanency Plans, coordinate and monitor the provision of services, and evaluate client progress and the case. It also includes similar services provided by Juvenile Court Services' workers.

“Case Permanency Plan” means the Agency plan identifying goals, needs, strengths, problems, services, time frames for meeting goals and for delivery of the services to the child and parents, objectives, desired outcomes, and responsibilities of all parties involved and reviewing progress.

“Caseworker” means the Caseworker for a Child in care. This is defined in Foster Group Care Services licensure rules in 441 Iowa Admin. Code ch. 114 and in Child Placing Agencies' licensure rules for Supervised Apartment Living in 441 Iowa Admin. Code ch. 108. For Child Welfare Emergency Services a Caseworker shall be the person primarily responsible for Service Planning for the Child and being the point of contact for the Child's Family and Referring Worker. All Caseworkers shall be responsible for coordination with referral sources and coordination of services to a Child.

“Casework Supervisor” means the staff member defined in FGCS licensure rules, the staff member that provides supervision in CWES, and the staff member that provides supervision in SAL. This individual provides supervision of the Caseworker(s) by regularly scheduled face-to-face case specific discussions with the Caseworker.

“Child,” “Children,” “Youth,” or “Juvenile” means a person(s) who meets the definition of a Child in Iowa Code § 234.1(2)

“Child and Family Services Review” (CFSR) means the process and procedures used by the federal Department of Health and Human Services to monitor and evaluate each states’ Child welfare Agency in order to promote the achievement of safety, Permanency, and well-being for Children that come to the attention of the Child welfare system and improve the quality of Agency child welfare services.

“Child Welfare Emergency Intervention” means, for the purpose of CWES, a service provided in a child’s home or elsewhere to address immediate problems or to de-escalate situations with the intent to keep families together and avoid a Child’s Removal from his or her home.

“Child Welfare Emergency Services” (CWES) means an array of short term and temporary interventions that are provided to the Target Population by the Child welfare system and focus on Children’s safety, permanence, and well-being. CWES range from the least restrictive approaches that can be used, e.g., Crisis Interventions such as Family conflict mediations or In-Home interventions, to more restrictive Emergency services including Out-of-Home Placements with relatives, foster families, or Emergency Juvenile Shelter Care (as permitted by the Iowa Code). Eligible Children are referred by the Agency, Juvenile Court Services, and Law Enforcement.

“Child in Need of Assistance” (CINA) means adjudicated by Juvenile court to be a Child in Need of Assistance pursuant to Iowa Code Ch. 232.

“Clinical” (practice) means the professional application of theories and methods that lead to differential diagnosis, prevention, amelioration and treatment of bio-psycho-social dysfunction and impairment, including mental, emotional, behavioral and developmental disorders.

“Clinically-trained Staff” means persons with a master’s (or other advanced) degree in social work, psychology or a related behavioral science and who are licensed to practice in their respective field. This may include, but is not limited to, a medical doctor or doctor of osteopathy, licensed independent social workers, advanced registered nurse practitioners, Ph.D. psychologists, marriage and Family therapists, and mental health counselors.

“Community Residential Facility” means a licensed FGCS facility that provides care for Children who are considered unable to live in a Family situation due to social or emotional needs but are capable of interacting in a community environment with a minimum amount of supervision. The facility provides 24-hour care including board and room. Community resources are used for education, recreation, medical, social, and rehabilitation services. The facility is responsible for planning and providing for the Child’s daily activities, discipline, guidance, peer relationships, and recreational programs.

“Comprehensive Residential Facility” means a licensed FGCS facility that provides care for Children who are unable to live in a Family situation due to social or emotional needs and who require varying degrees of supervision as indicated in the individual Service Plan. Care includes room and board. Community resources may be used for medical, recreational, and educational needs. Comprehensive residential facilities have higher staff to client ratios than Community Residential Facilities and may use control rooms, locked cottages, mechanical restraints, and chemical restraints when these controls meet licensing requirements.

“Contract Manager” means the staff person or persons accountable to the Contract Owner, acting under the direction and guidance of the Contract Owner for a specific RFP and contract.

“Contract Owner” means the administrator within the Agency who has overall responsibility, accountability, and authority for the direction and management of the procurement for a specific RFP and contract.

“Crisis Intervention and Stabilization Plan” means the methods a Contractor will use at both the Contractor and individual Child levels to respond to Child behaviors that may lead to situations like Critical Incidents, trauma, or reports to authorities (e.g., Law Enforcement). Contractor Crisis Intervention and Stabilization plans shall define Contractor policies and procedures that are appropriate to meet the needs of the Children in care, identify

expectations of staff and staff training requirements, define appropriate staffing patterns and desired competencies, discuss the Contractor's approaches to Trauma-Informed Care, define the behavior de-escalation techniques that will be used. Child-specific Crisis Intervention and Stabilization Planning shall be individualized and based on needs of the individual Children in care and incorporated into the Child's Service Plan. This planning shall address, but not be limited to: a Child's trauma; mental health or behavioral needs; and, approaches to de-escalation that shall be used to manage a Child's behavior when needed.

"Critical Incident" means a behavior-related situation involving a Child during the provision of service that result in one of the following:

- Serious illness, incident involving serious bodily injury, circumstances causing removal of the Child from the facility, or death;
- Injury to another Child in care, Contractor staff, or volunteer that requires treatment by medical personnel in or at a hospital, other medical clinic or urgent care provider, or a physician's office;
- Self-harm;
- Damage to property;
- A runaway or other absence without permission from Contractor;
- Police calls or other Law Enforcement involvement due to a Child's behavior or other actions;
- Placement into Juvenile detention;
- Use of physical restraint as defined by licensing regulations; or
- Use of Control Room as defined by licensing regulations.

"Cultural Competence" means the ability of individuals and systems to respond respectfully and effectively to people of all cultures, classes, races, ethnic backgrounds, sexual orientations, and faiths or religions in a manner that recognizes, affirms, and values the worth of individuals, families, tribes, and communities, and protects and preserves the dignity of each.

"Delinquent" means a Child adjudicated by Juvenile court for having committed a Delinquent act as defined in Iowa Code Ch. 232.

"Diversion" or "Diverted" means that alternatives to Out-of-Home Placement for Youth eligible for shelter Placement were successfully used to avoid Placement into a shelter bed. A Child may spend no more than 47 hours at a shelter or approved residential setting or up to 20 days in another approved setting while alternatives are arranged and intake into a shelter bed is not completed.

"Education Specialist" means Contractor staff directly responsible for a Child's education and related services and needs. This may include the Child's Contractor-appointed Caseworker.

"Eligible Bidder" means, for the purpose of this RFP:

For Proposals submitted to provide CWES, the Eligible Bidder must be:

- Any entity that meets requirements of the CWES Scope of Work, including licensure to provide Emergency Juvenile Shelter Care in Iowa at the time contracts are awarded.

For Proposals submitted to provide FGCS, the Eligible Bidder must be one of the following:

- Iowa entities that meet requirements of the FGCS Scope of Work inside the Agency's Service Area boundaries and licensed by Iowa to provide Foster Group Care Services by the time contracts are awarded.
- An entity located outside Iowa's boundaries that can meet requirements of the FGCS Scope of Work in a county or community adjoining Iowa's geographical borders and that is licensed comparably to Iowa licensure standards to provide Foster Group Care Services by the time contracts are awarded.

For Proposals submitted to provide SAL, the Eligible Bidder must be:

- Any entity that meets requirements of the SAL Scope of Work and that possesses a Child placing license per 441 Iowa Admin Code ch. 108 by the time contracts are awarded.

“Emergency” means, for the purpose of CWES, a service offering extended involvement with the Agency or Juvenile Court Services (more than a shorter involvement with Child welfare Crisis Intervention and Stabilization), such as temporary Out-of-Home Placement until Family and Child issues are resolved and there is a final disposition of a Child’s case. Placements outside the home include Emergency Family Foster Care, Placements with Family members, or Emergency Juvenile Shelter Care.

“Emergency Juvenile Shelter Care” means the provision of Emergency, short-term care until a more permanent living arrangement is possible. Iowa Code § 232.2 defines “shelter care” as temporary care of a Child in a physically unrestricting facility at any time between a Child’s initial contact with Juvenile authorities and the final judicial disposition of the Child’s case. Shelter care facilities that are county or multi-county operated receive a Certificate of Approval if they meet standards defined in 441 Iowa Admin. Code ch. 105. Privately operated shelter care facilities receive a Certificate of Licensure if they meet the standards defined in 441 Iowa Admin. Code ch. 105. Emergency Juvenile Shelter Care is not considered suitable for Children under age 12 unless appropriate alternatives are first sought and determined to be unavailable.

“Evidence-Based Practice” means practices or service approaches whose effectiveness at achieving desired outcomes for specific Target Populations of Children and families has been substantiated or validated by independent empirical research. Information on Evidence-Based services can be obtained in a variety of ways, including through contacts with various public and private organizations that collect and disseminate service information. Examples of such organizations include the Child Welfare League of America, the American Public Human Services Association (APHSA), the Center for the Study of Social Policy, the Casey Foundation, Casey Family Programs, the federal Office of Juvenile Justice and Delinquency Prevention, the federal Agency of Health and Human Services, and university schools of social work.

“FACS” means the Family and Children’s Services data system.

“Family” means the social unit consisting of the Child and the biological or adoptive parent, stepparent, brother, sister, stepbrother, stepsister, and grandparent of the Child.

“Family Case Plan” (Form No.470-3453) means the official record of the Agency’s involvement with the Family. It serves to help document the Child and Family conditions and concerns that caused the Family to become involved with the Child welfare system, help determine and document the most appropriate services and supports needed to assure and promote Child safety, Permanency, and well-being. The Family Case Plan includes a description of a plan to keep the Child safe; individual Family strengths, supports, and needs; how the strengths and Family supports can be used to assist the Family in self-directed change; how the Agency and others will assist the Family in overcoming the needs; and document compliance with applicable state and federal laws and regulations.

“Family-Centered Model of Practice” means a way of working with families, both formally and informally, across service systems to enhance their capacity to care for and protect their Children. It focuses on Children’s safety and needs within the context of their families and communities and builds on families’ strengths to achieve optimal outcomes. Families are defined broadly to include birth, blended, kinship, and Foster and Adoptive Families.

“Family-Like Setting” means a Foster Family Home (with relative), a Foster Family Home (non-relative), a pre-adoptive home, or trial home visit.

“Family Finding Efforts” means a variety of approaches and methods Contractors and the Agency use to help Children in Foster Care find and connect with biological or chosen Family members. Strained Family relationships can be strengthened or reconnected through these efforts and discoveries can be made to connect lost relationships or build entirely new ones for and with the Child or Youth. Internet-based search tools may be used to locate Family members unknown to the Child Welfare system. Connections can be made regardless of geography, initial level of commitment from the Family member, or blood relation to the Child. The input of the Child and close Family members is a critical piece of this method.

“Family Interaction” means a process used to maintain relationships with siblings, parents, Family, and other individuals and to reduce the sense of abandonment and loss that Children experience at Placement. Family Interaction should take place in the least restrictive, most home-like setting appropriate to meet the Child’s needs for safety. Family Interaction should minimize the harmful effects of Family separation as well as nurture and enhance reunification. Family Interaction should maintain meaningful contact consistent with the development and/or special needs of the Child and Family to further progress toward achieving Permanency for the Child. Interactions provide the opportunity for families to maintain relationships, enhance well-being, and may sometimes be an appropriate venue to provide families with the opportunity to learn, practice and demonstrate new behaviors and patterns of interaction. Family Interaction will also provide an opportunity to assess caregiver needs around parent training, community resources/referral, and concrete supports. Family Interaction proceeds in three phases as progress occurs: initial phase, central phase, and reunification phase.

“Family Interaction Plan” means the plan to guide Family Interactions that encourages progressive increase in parents’ responsibility. The Plan is premised on case goals and on an assessment of a Family functioning and safety concerns for the Child. A written Family Interaction Plan should be tailored to meet the safety concerns of the Family and will be provided to assure Family Interaction begins as soon as possible after Removal from parental custody. Family Interaction Plans must never be used as a threat or form of discipline to the Child or to control or punish the parent.

“Family Safety, Risk, and Permanency Services” means services designed to achieve safety and Permanency for Children, regardless of the setting in which the Children reside. These services shall be designed to use Evidence-Based and innovative approaches to the greatest possible extent.

“Family Team Decision Making” means both a philosophy and a practice strategy for delivering child welfare services.

“Family Team Decision-Making Meeting” means a gathering of Family members and extended Family, friends, the Referring Worker, Safety Plan/FSRP Contractor, providers, community professionals, and other interested people who, with the assistance of a Family Team Decision-Making Meeting Facilitator who meets the Agency’s Facilitator standards, plan to enhance the safety, Permanency, and well-being of a Child and Family through development and review of an individualized Family Case Plan.

“Formal Life Skills Assessment” means a tool designed to measure a Child’s knowledge and skill comprehension a Child needs to direct his or her life at home and in the community. Measurement of skills include “hard skills” including but not limited to money management, food preparation, hygiene, home management, accessing health care, education and employment-related skills, accessing community resources and time management. Measurement of skills also includes “soft skills,” including but not limited to decision-making, problem solving, relationship skills, and self-advocacy skills. Results of the Life Skills Assessment (both strengths and needs) are used in designing services and supports that promote a Child-centered Transition plan to assist the Child in successful Transition from the Foster Care system to early adulthood and Self-Sufficiency.

“Foster Care” means substitute care furnished on a 24-hour-a-day basis to an eligible Child in a licensed or approved facility by a person or agency other than the Child’s parent or guardian. Foster Care does not include care provided in a Family home through an informal arrangement for a period of 20 days or less. It includes the

provision of parental nurturing and shall include, but is not limited to, the provision of food, lodging, training, education, supervision, and health care.

“Foster Group Care Service” (FGCS) means one service of the Child welfare array of services that offers a safe and protective structured living environment for eligible Foster Care Children who are considered unable to live in a Family situation due to social or emotional needs, but are able to interact in a community environment with varying degrees of supervision. Children are adjudicated either for having committed a Delinquent act or as CINA and court-ordered to this State-licensed Out-of-Home care provided in licensed facilities 24 hours a day and seven days per week offering room, board, and age appropriate and transitional child welfare services.

“Group Care Maintenance” means food, clothing, shelter, school supplies, personal incidentals, daily care, general parenting, discipline, and supervision of Children to ensure their well-being and safety, and administration of maintenance items provided in a group care facility.

“Guaranteed Payment Bed,” “Guaranteed Bed,” means a bed that is part of a FGCS, SAL, or CWES contract guaranteed available to the Agency as needed, and for which Agency payment will be made regardless of use in order to assure access as needed and stability of payment to a Contractor or subcontractor.

“Integrated Health Home” (IHH) means a team of professionals working together to provide whole-person, patient-centered, coordinated care for adults with a serious mental illness (SMI) and Children with a serious emotional disturbance (SED). Integrated Health Homes are administered by the Medicaid Managed Care Organizations (MCOs) and provided by community-based Integrated Health Homes.

“In The Home,” or “In-Home” means that a Child resides in the permanent home of the Child’s parent or guardian.

“In-Home Onsite Mediation Services and Follow-up” means a Child Welfare Emergency Intervention provided in a CWES referral’s home or community to settle Family disputes or other child welfare crises. Follow up is the time period defined by a Contractor during which continued outreach or other direct communication will occur following a mediation to determine the success of the intervention.

“Issuing Officer” means the staff person assigned by the Contract Owner to manage the RFP process for a specified formal competitive procurement process, and is the sole point of contact for communication with all interested vendors and Bidders for the specified RFP.

“Juvenile Court Services” (JCS) means an administrative unit that is part of the judicial branch of Iowa government and established in each judicial district pursuant to Iowa Code Ch. 602. JCS provides intake services for all Iowa Youth who are alleged to have committed a Delinquent act. JCS also supervises and provides services to those Youth who are adjudicated Delinquent or those Youth who have committed a Delinquent act but who have not been adjudicated Delinquent by the Juvenile Court.

“Juvenile Court Services Model of Practice” (JCS’s Model of Practice) means the Juvenile Court Services utilization of Evidence-Based Practices that result in the Juvenile Court Officer (JCO):

- 1) Assessing offender’s criminogenic needs and risk factors using the Iowa Delinquency Assessment;
- 2) Targeting traits, skills, conditions, and behaviors that are most likely to lead to Recidivism;
- 3) Engaging offenders in the change process;
- 4) Matching intervention strategies to offenders’ individual needs and circumstances; and
- 5) Planning strategies, in collaboration with each Child and their Family, to facilitate behavioral change.

“Juvenile Court Services Plan” The plan developed of JCS identifying goals, needs, strengths, problems, services, time frames for meeting goals and for delivery of the services to the child and parents, objectives,

desired outcomes, and responsibilities of all parties involved and reviewing progress, including any directives or needs identified by the Court.

“Law Enforcement” means a member of a police force or other agency or department of the State, county or city regularly employed as such and who is responsible for the prevention and detection of crime and the enforcement of the criminal laws of Iowa and all individuals, as determined by the Iowa Law Enforcement academy council, who by the nature of their duties may be required to perform the duties of a peace officer.

“Life Skills Training” means interpersonal and daily living skills training to prepare individuals to maintain a safe, healthy, and stable lifestyle. Skills training may involve “hard” skills including, but not limited to, money management, self-care and hygiene, physical and mental health care, education (e.g., study skills, tutoring), employment (e.g., job seeking/maintenance), housing (e.g., home-management, renter’s rights and responsibilities, roommate decisions), time-management, accessing community resources. Skills training may also involve “soft” skills including, but not limited to, decision-making, problem solving, relationship skills, and self-advocacy skills.

“Maintenance Payment” means a per diem payment for SAL to cover certain day-to-day expenses. In SAL cluster sites, this payment covers staffing, housing, food, and basic clothing costs. In SAL scattered sites, this payment covers staffing.

“Mobile Outreach” means accessibility to and provision of CWES alternative services in a broad geographical area and beyond commonly recognized limits of a building, such as an Emergency Juvenile shelter.

“No Reject, No Eject” means that the Contractor shall accept all Cases referred by the Agency or JCS, recognizing that the Agency may approve exceptions in unique situations.

“One Caseworker Model” means the integrated approach to provide each Child with one point of contact through the provision of each service. A Child in CWES, FGCS, or SAL will have a single assigned Caseworker to coordinate the delivery of the Child’s Service Plan and to be the point of contact for the Child, the Child’s Family or other persons in the Child’s Positive Support System, and the Referring Worker. The One Caseworker Model is designed to ensure a Child and Child’s Family have consistent access to Contractor staff and coordinate services for each Child.

“Organized Community Activity” means community-based activities, which can include groups, organizations, clubs, extra-curricular school activities, participation in faith-based groups, and employment within the community. Attending school (including classes leading to a high school equivalency diploma) and informal leisure activities such as going to the mall are not considered Organized Community Activities.

“Out-of-Home” means that the Agency has Placement and care responsibility of a Child in a location other than the Child’s natural home.

“Permanency” means a Child has a safe, stable custodial environment in which to grow up, a life-long relationship with a nurturing caregiver, and is able to explore and retain significant connections to Family members to the greatest extent possible.

“Placement” means each physical setting in which a Child in care resides. For purposes of CWES, a Placement occurs when a Child remains in a shelter bed more than 47 hours.

“Positive Support System” means members of the Child’s Family and/or other positive adult role models identified by the Child and/or Family to be a support for the Child.

“Program Director” means the individual dedicated to the administration of this Contract, including problem solving, resolving staff issues, and all other Agency required and requested concerns. The Program Director shall be the point of contact for the Agency as related to items pertaining to contracted duties and daily operations.

“Quality Assurance” means the procedures established and activities undertaken by Foster Group Care, CWES, and Supervised Apartment Living Contractors to ensure services are delivered in accordance with requirements established by the Agency and to improve the quality of services to achieve safety, Permanency, and well-being.

“Reasonable and Prudent Parent Standard” means the standard characterized by careful and sensible parental decisions that maintain the health, safety, and best interests of a Child while at the same time encourage the emotional and developmental growth of the Child, that a caregiver shall use when determining whether to allow a Child in Foster Care under the responsibility of the state to participate in extracurricular, enrichment, cultural, and social activities. For the purposes of this definition and this RFP, “caregiver” means a designated official at a Foster Group Care or Emergency Juvenile Shelter in which a Child in Foster Care has been placed.

“Recidivism” means a relapse into criminal behavior.

“Recruitment, Retention, Training, and Support of Resource Families” (RRTS) means the Contractor responsible for activities related to recruiting new resource families, retaining current resource families, the licensing of foster homes and approval of adoptive families, matching Children in need of Placement with the appropriate resource family, providing training and support services to resource families, and providing post-adoption services to adoptive families who are eligible for adoption subsidy.

“Referring Worker” or **“Referral Worker”** means either the Agency social work case manager or the JCS case manager (Juvenile court officer) assigned to provide Case Management services to the Child.

“Reintegration” means the process in which a Child exits or discharges from a Placement to home or another community or home-like setting.

“Reintegration Planning” means a component of the Child’s Service Plan developed by the Contractor together with the Child, the Child’s Referral Worker, and the Child’s Family after admission to initiate thinking about exit and discharge to assure a successful move home or to the next living arrangement and to assure the continuity of Clinical and support services. Reintegration Planning begins no later than the Child’s Service Planning Conference.

“Removal” means the Placement of a Child from the setting in which they were living by order of the Court or Voluntary Placement Agreement.

“RFP” means the Request for Proposals or Request for Bids (and any Addenda or Attachments thereto) that the Agency issues as part of a formal competitive procurement process for the purpose of soliciting qualified services and scope of work as specified, for the purpose of entering into a contract with the chosen Bidder or Bidders.

“Safety Plan” means a specific and concrete strategy and written plan developed by the Agency with the Family for controlling Threats of Maltreatment or supplementing Protective Capacities to keep the Child safe. The Safety Plan identifies who will participate to assure safety of the Child, who will monitor the Safety Plan, and duration of the Safety Plan. The Safety Plan will also address how behaviors, conditions, and circumstances associated with the signs of present or Impending Danger will be controlled.

“Safety Plan Services” means services and activities that provide oversight of Children who are assessed by the Agency Worker to be Conditionally Safe and in need of interventions to move them from Conditionally Safe to safe status during a Child Protective Services or CINA Assessment. Services are to assure that the Child will be

safe and that without such services the Removal of the Child from the home or current Placement would be necessary.

“SAL Required Services” means:

- 1) Ensuring through visits to the supervised apartment living situation that there is no reasonable cause for believing that the Child’s mode of living or living situation presents unacceptable risks to the Child’s health or safety and that the living arrangement has been approved by the Referring Worker and meets the following minimum standards: complies with applicable State and local zoning, fire, sanitary, and safety regulations; provides reasonably convenient access to schools, places of employment, community resources, and services and supports required by the Child; and is reasonably priced to fit within the Child’s budget;
- 2) Providing for ongoing supervision of the Child (including but not limited to guidance, oversight, and behavior monitoring to ensure that the Child’s living arrangement is maintained in a safe condition, the Child has access to a telephone, there is an operating smoke alarm on each level of occupancy, the Child is receiving necessary health care, the Child is receiving appropriate and sufficient services and supports, the Child is complying with Service Plan requirements);
- 3) Having a minimum of weekly face-to-face contacts for Children; and
- 4) Providing Life Skills Training according to each Child’s individual Service Plan.

“SAL Stipend” means a monthly Agency issued payment made on behalf of the Child to provide for the Child’s living costs. The stipend is paid at the beginning of the month for the month of service to cover expenses typically incurred at the beginning of the month (e.g., rent). The stipend will be prorated for Children entering a SAL Placement during a month by prorating the monthly rate at one-thirtieth of the monthly allowance per day.

“SAL Start-up Allowance” means an initial one-time allowance for Children placed in SAL Foster Care to assist with initial costs of the Placement, such as rent/utility deposits, purchase of food, utensils, bedding, and cleaning supplies, as needed.

“Self-harm” means self-inflicted injury to a person’s own body.

“Self-Sufficiency” means sustaining a safe and stable living environment and having resources to support that living environment. Indicators of Self-Sufficiency may include, but are not limited to: demonstration of attainability and sustainability of active education and/or employment plans; knowledge and access to personal and community resources, including self-care; adequate and appropriate physical and mental health care; and demonstration of basic life skills (see Life Skills Training definition above).

“Service Area” means one of the groups selected from Iowa’s 99 counties with boundaries defined by the Agency to provide for improved localized administration of programs (See Attachment E).

“Service Area Manager” (SAM) means the Agency official responsible for managing the Agency’s programs, operations, and Child welfare budget within one of the Agency Service Areas.

“Service Contract Specialist” means the Agency Worker assigned to provide review and oversight for an Agency contract with a Contractor.

“Service Payment” means a per diem payment in SAL to cover the resources needed to offer child development and life skills services to a Child in SAL.

“Service Plan” means the plan developed by the Contractor in consultation with the Child and the Child’s Family (unless a reason for noninvolvement is documented in the case record), the Referral Worker, and significant others, whenever appropriate. This is the “care plan” required in Foster Group Care, Emergency Juvenile Shelter, and Supervised Apartment Living. The Service Plan shall be based on individual Child assessment as required by

licensure and include the following: (1) Identification of specific needs; a description of all planned services and goals and objectives with projected dates of accomplishment intended to meet the specific needs of the Child; (2) Action steps to be taken by the Child, the Child's support system, and staff and the frequency of actions or services; where services will occur; and, the Caseworker who will be responsible for the Service Plan. The Service Plan shall include the Child-specific Crisis Intervention and Stabilization and Reintegration Plans and be coordinated with other service plans (e.g., Family Interaction, Behavioral Health Intervention Services or other mental or behavioral health services) and assure continuity of the Child's day to day life activities while in care, such as, but not limited to, school, Family relationships, health care, mental health and behavioral needs, etc.

"Service Planning Conference" means a meeting conducted by the Contractor with the Referral Worker, the Child and the Child's Family, and other key individuals after admission as a means of developing the core components of the Service Plan including, but not limited to, Family and community connections, physical and mental health, education, and Reintegration Planning.

"State" means the State of Iowa, the Agency, and all State agencies, boards, and commissions.

"Statewide" means, for the purposes of this RFP, the Contractor can serve eligible Children from anywhere in the State. Bidders are encouraged to design programs that provide the services in close proximity to a Child's home.

"Successful Bidder" means the entity or entities that the Agency has identified with its intent to award a contract.

"Supervised Apartment Living Foster Care" (SAL) means a type of Foster Care Placement in Iowa. The living arrangement must provide a Child with an environment in which the Child can experience living in the community with less supervision than that provided by a foster family or Foster Group Care setting, with services and supports aimed at preparing the Child for Self-Sufficiency. Children in the SAL program are expected to attend school, shop for their food, prepare their own meals, do their own laundry and cleaning, and engage within the community. SAL Foster Care is the least restrictive type of Foster Care Placement in Iowa in which Children are either 1) placed in their own scattered-site setting (e.g., apartment unit) with access to Contractor staff 24 hours a day, seven days a week or 2) are placed in a cluster setting (up to six Children placed in the same building such as apartments located in one building or private housing) in which Contractor staff is on-site (present and available to the Children) in the living arrangement at any time when more than one Child is present in this type of setting.

"Target Population" means Children eligible for CWES, FGCS, or SAL services procured with this RFP, specifically:

- **"CWES Target Population"**: means Children up to the age of 18 years under the supervision of the Agency or Juvenile Court Services who need temporary care and who can be lawfully placed in Emergency Juvenile Shelter Care pursuant to conditions described in Iowa Code section 232.21. The Target Population also includes Law Enforcement referrals. These are Children who these entities would otherwise refer for shelter care Placement if appropriate alternative services were not available and Children who may require shelter Placement.
- **"FGCS Target Population"**: means Foster Care eligible Iowa Children who are considered unable to live in a Family situation due to social or emotional needs, but are able to interact in a community environment with varying degrees of supervision. Children are adjudicated either as having committed a Delinquent act or as a CINA. This State-licensed Out-of-Home care is provided in licensed facilities 24 hours a day and seven days per week offering room, board, and age appropriate and transitional child welfare services.
- **"SAL Target Population"**: means Foster Care eligible Iowa Children aged 16 ½-18, or in some cases through age 19, who are able to live in a more independent setting with less supervision than that

provided by a foster family or Foster Group Care setting, with services and supports aimed at preparing the Child for Self-Sufficiency and living in the community.

“Transition” means the period in care during which Children are guided to develop life skills needed to move to successful young-adulthood and Self-Sufficiency.

“Transition Planning” means the services, supports, activities and referrals to programs that assist Children currently or formerly in Foster Care in acquiring skills and abilities necessary to Transition to adulthood successfully. Key Transition Planning domains are education, employment, health, housing, and relationships.

“Trauma-Informed Care” means the incorporation of an understanding of trauma and traumatic experiences and the effect they can have on Children in Foster Care into the care and services provided to a Child. These experiences may include, but not be limited to: betrayal of a trusted person or institution and a loss of safety; experiences of violence; physical, sexual and institutional abuse, neglect, intergenerational trauma; and, disasters that induce powerlessness, fear, recurrent hopelessness, and a constant state of alert. Trauma-informed is an approach to help engage people with histories of trauma that recognizes the presence of trauma symptoms and acknowledges the role that trauma has played in their lives.

“Uniform Combined Cost Report” means a report that allows the Agency to determine allowable costs for each service across various Agency programs.

“Voluntary Placement” and related **“Voluntary Placement Agreement”** or **“VPA”** means a Foster Care Placement in which the Agency provides Foster Care services to a Child according to a signed Placement agreement between the Agency and the child's parent or guardian. The Agency has authority to select the Foster Care Placement and has responsibility for care and supervision.

“Youth Transition Decision-Making (YTDM) Meeting” means a Youth-centered practice model and teaming approach that follows standards similar to that of Family Team Decision-Making (FTDM) Meetings and is offered to Youth 16 years of age and older. This model has two key components: Engagement/Stabilization and the Dream Path process to promote Self-Sufficiency and to empower Youth to take control of their lives and dreams. Supportive adults and peers create a team to help the Youth make connections to resources, education, employment, health care, housing and supportive personal and community relationships.

“Youth Transition Decision-Making (YTDM) Meeting Dream Path” means a Youth-friendly collaborative plan completed for all Youth Transition Decision-Making Meetings covering the six fostering connections categories. The main focus is accomplishing steps toward achieving the Youth’s goals for age 18 and older.

“Youth Transition Decision-Making (YTDM) Meeting Youth Plan” means a collaborative plan between the Youth and the Child welfare system developed with the Youth during a Youth Transition Decision-Making Meeting. The plan states the strategies and agreements made during the Youth Transition Decision-Making Meeting.

“24/7” means the provision of services to the Target Population 24 hours per day and 7 days per week, 365 days per year.

1.3 General Scope of Work.

The Contractor shall provide services for the contracted Scope of Work(s) in the contracted Service Area(s). The Contractor shall provide services in a manner consistent with the Agency's Family-Centered Model of Practice, the Agency's Child Welfare Model of Practice, JCS's Model of Practice, and the Guiding Principles with the goal of promoting each Child's safety, Permanency, and well-being. Out-of-Home Placements can be a source of trauma for Children, and the Contractor shall implement strategies to mitigate the effects of trauma for each Child, promote the Child's health, and support the Child's education and development of life skills. The Contractor shall utilize the One Caseworker Model throughout each Child's Out-of-Home Placement or Diversion in the contracted service. Whenever possible, the Contractor shall promote and support the Child's return to or reengagement with Family, as appropriate to the Child's age. It is critical to a Child's healing and well-being that they have minimal moves and permanent Placements.

1.3.1 Service Area Coverage

Service Areas represent five groupings of the ninety-nine (99) counties in Iowa into defined geographic areas for improved, localized administration of programs (See the Service Area map in Attachment E). CISR services shall be provided by Contractor(s) in a Service Area-specific manner with the goal of moving Children back to their communities of origin and preserving connections of each Child to their families, home communities, schools, and community-based supports as well as achieving better outcomes for each Child. Each Contractor shall perform the services listed in their contracted Scope of Work(s) only in the Service Area(s) for which they are contracted. The Contractor shall enact a process for working with Contractors in other Service Areas to facilitate a Child's services or movement between Service Areas, as applicable.

1.3.2 Collaboration and Consultation

In order to achieve the desired outcomes of safety, Permanency, and well-being for Children, each Contractor, for each contracted service and Service Area shall collaborate with all other CISR Contractors, the Agency, JCS, other Child Welfare and community services providers, and relevant stakeholders. Strong collaboration will strengthen services, identify gaps or needs, promote best practice, and avoid service duplication. The Contractor shall participate in local, Service Area, and Statewide committees, workgroups, and planning groups. The Contractor shall collaborate with entities such as, but not limited to, the following:

- a) All other CWES, FGCS, and SAL Contractors in all Service Areas;
- b) Safety Plan and Family, Safety, Risk and Permanency (FSRP) contractors;
- c) Recruitment, Retention, Training, and Support (RRTS) of Resource Families contractors;
- d) State and local initiatives such as the breakthrough series collaborative and minority, child, and family initiatives;
- e) Parent partners;
- f) Youth-Transition Decision Making (YTDM) meetings;
- g) Providers of mental health and substance abuse services;
- h) Churches and faith based community organizations;
- i) The judicial system including judges, county attorneys, and guardians ad litem; and
- j) State child welfare and JCS justice initiatives.

While frequent movement of a Child is discouraged, there are cases where it will be necessary for a Child to move from one service to another service or one Service Area to another Service Area. In order to ensure continuity of care and seamless Transitions for each Child, the Contractor shall also:

- a) Develop strong linkages with other child welfare service providers; and
- b) Focus on communicating with the Referral Worker and the receiving or sending service to ensure all relevant information regarding the Child is shared, if a Child is going to be moved to a different Contractor or Contract (e.g., FGCS to SAL or one Service Area to another Service Area)

1.3.3 Child Welfare Emergency Services Scope of Work

The Contractor shall provide Child Welfare Emergency Services (CWES) services as follows.

1.3.3.1 CWES Overview

CWES are short term and temporary child welfare interventions provided through the child welfare system that focus on a Child's safety, Permanency and well-being. This Contract emphasizes the Agency's goal that Diversion from Placement all together is preferred to temporary Out-of-Home Placement, and when Out-of-Home Emergency Placements are necessary they are less than thirty days. Contractors shall stabilize and support the Child and Child's Family such that a return to CWES is unnecessary. CWES are intended to immediately respond to the needs of the eligible Target Population defined for this Contract. CWES approaches range from the least restrictive Child Welfare Emergency Interventions that can be used – e.g., Family conflict mediations or other In-Home services provided before Children require Removal from their home – to most restrictive Emergency services including Out-of-Home Placements with relatives, Foster Families, or Emergency Juvenile Shelter Care (as permitted by the Iowa Code). CWES must be coordinated with other Child Welfare and Juvenile justice services and with other domains of a Child's life, including but not limited to, education, Family relationships, recreation, health care, and mental or behavioral health care.

CWES serve the following groups of Children:

- Children referred to CWES by the Agency, Juvenile Court Services, or Law Enforcement with or without court involvement who may be Diverted from Placement into a shelter bed by successful screening, triage, and interventions – provided at locations such as in the Child's home, school, police stations, or, possibly at a shelter – in order to keep Children in their homes.
- Children requiring Placement in shelter, as follows:
 - Children referred to CWES with court orders for immediate Placement into shelter care; or
 - Children referred to CWES for whom it has been agreed upon between the Contractor and Agency or JCS that the lesser restrictive CWES service alternatives cannot successfully prevent Out-of-Home Placement, and Placement into a shelter bed is the most appropriate service.

Child Welfare Emergency Services shall not be confused with mental health crisis or mental health Emergency services that may be available for Children that focus on psychotherapeutic treatment or similar services provided through Iowa's State or community mental health systems. Mental health Emergency services are intended to provide community-based access to mental health services and supports in place of mental health institutional care.

On the other hand, CWES are intended to address the child welfare/juvenile justice needs of Children and families as they relate to safety, Permanency, and well-being. Children and families may be involved with CWES for a matter of hours, or perhaps days or weeks if a shelter bed has been ordered, whereas mental health-related treatment may be available as long as needed in order to stabilize psychiatric crises. This Contract does not address mental health crisis services.

While Emergency mental health services are not directly tied to the child welfare and Juvenile justice system and CWES are not based on mental health needs, it is important that Contractors recognize where or when their child welfare/juvenile justice services overlap with the emerging Children's mental health initiatives. Such appreciation by Contractors will ensure the Contractor's activities are closely coordinated in order to meet needs related to safety and Permanency as well as needs related to mental health.

CWES shall be available Statewide in each of the Agency's Service Areas and accessible to Children and families in each Iowa county. CWES must be available close to a Child's home with programmatic intent to divert referrals from Placement into a shelter bed. Contractors shall develop strong community coalitions that include, at a minimum, the CWES referral network, the judicial system, and community resources. These community coalitions shall be used to develop CWES approaches that will consider and utilize all available alternatives to Out-of-Home Placement before that becomes necessary. Removing a Child from their home shall not be the first but the last approach. Contractors shall provide access to an array of CWES, from the least restrictive to most restrictive settings as necessary.

Services shall be flexible, but as individualized as necessary to best meet the unique needs of eligible Children. CWES will be based on the following principles:

- Child welfare Crisis Intervention and Stabilization activities are immediate, individually responsive to Child and Family needs, and provided In The Home (or foster home, school, or community) if at all possible.
- Child Welfare Emergency Services are consistent with the Child and Family Service Review (CFSR), focusing on the safety, Permanency, and well-being of Children in the Child welfare/Juvenile justice system.
- Out-of-Home Emergency care shall be provided in the least restrictive setting possible and shall be short term and temporary. When Removal from the home is needed, Children shall be placed with relatives, Family friends, or foster homes whenever possible. These Placements shall consider a Child's individual needs, last only as long as necessary, and be as close to home as possible.
- Emergency Juvenile Shelter Care Placement shall be reserved for the most difficult cases when lesser restrictive options are not feasible and when Placement in shelter is specifically required, such as by court order.
- Emergency Juvenile Shelter Care or other congregate Placements shall only be used if they are the most appropriate setting for a Child – appropriate permanent settings shall be identified for each Child as soon as possible.
- Every effort shall be made to avoid Placement of Children under the age of twelve (12) in an Emergency Juvenile Shelter Care (Iowa Code Section 232.21(6)), unless there have been reasonable but unsuccessful efforts to place the Child in a Foster Family home that is able to meet the needs of the Child. The efforts shall be documented at the shelter care hearing.

1.3.3.2 Program Administration

The Contractor shall provide the required services for each Child served in the CWES program to meet the specific needs of the Child as follows:

1.3.3.2.1 Regulations and Policies

The Contractors shall meet all the requirements of all applicable State and federal laws and regulations. Additional development of policies by the Contractor may be required. The Contractor shall:

- a) Meet the applicable licensing, accreditation, certification, or approval standards throughout the life of the contract.
- b) Develop and use written policies approved by the Agency for:
 - i. Handling client appeals and grievances;
 - ii. Reporting abuse and denial of critical care of Children;
 - iii. Confidentiality; and
 - iv. Staff training.
- c) Collaborate with the Agency to review and make recommendations regarding implementation of Evidence-Based Practices, beginning in the first year of the Contract or at the point-in-time specified by the Agency.
- d) Participate in the annual Agency's child welfare services contractors' meeting.

- e) Develop and use internal continuous Quality Assurance processes using data analysis, process and practice modification, supervision, and other methods to ensure the quality of services provided.
- f) Utilize encrypted email for any electronic communication regarding a Child and/or a Child's family.
- g) Serve any Child referred to the Contractor for shelter bed Placement from within the Contractor's contracted Service Area.
- h) Serve any Child referred to the Contractor for alternative services from within the Contractor's contracted counties for alternative services.

1.3.3.2.2 Delivery of CWES

Throughout the delivery of CWES, the Contractor shall ensure the safety, Permanency, and well-being of each Child. It is essential the Contractor consider the temporary nature of shelter bed Placements as care is provided to the Child. In all CWES provision, the Contractor shall:

- a) Ensure that CWES are provided in a manner consistent with the expectations of the Guiding Principles, JCS's Model of Practice, Family-Centered Model of Practice, Child Welfare Model of Practice, the Federal Child and Family Services Review, and when appropriate, the Family-Team Decision Making Model.
- b) Safeguard Children from abuse while receiving CWES.
- c) Collaborate with partners at the local and State levels to achieve the most desirable case-specific and system outcomes.
- d) Make decisions with families using approaches that include informal supports and the Child's Positive Support System.
- e) Ensure a safe and supportive environment for each Child receiving CWES.
- f) Accept all referrals and provide contracted services on a No Reject, No Eject basis.
- g) Use measurable outcomes to evaluate the quality of CWES.
- h) Use approaches to services for outcomes that best address the needs of the child welfare and juvenile justice systems.
- i) Implement culturally and linguistically competent approaches and practices. Each Child engaged in care shall be provided services that address any special language needs, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural, and linguistic strengths. This shall be measured utilizing the Culturally and Linguistically Appropriate Service Standards adopted by the Agency (Attachment I).
- j) Ensure no Child is ever refused services or discharged from service except in Agency approved cases per the Admission and Discharge Protocol.
- k) Collaborate with the Agency to develop and implement written plans for the Contractor's response to disasters and other emergency situations that are consistent with State, federal, and local guidelines.

1.3.3.2.3 Ensuring Access to Services

The Contractor shall develop and implement CWES delivery methods for alternatives to shelter Placement and for shelter Placement that are diverse and flexible enough to ensure accessibility in the communities for which the Contractor is responsible. These shall include and extend beyond the community where the Contractor may be physically located. Direct access to CWES alternatives to shelter Placement in these communities is crucial to successful implementation.

The Contractor shall:

- a) Serve Children up to 18 years of age referred by the Agency, JCS, or Law Enforcement (LE) and Children court ordered to Emergency Juvenile Shelter Care Placement.
- b) Provide an array of appropriate interventions that range from the least restrictive alternative to a shelter bed Placement to the most restrictive, i.e. Placement into an Emergency Juvenile Shelter Care bed.

- c) Serve the specified age groups or genders for which the Agency has contracted with the Contractor for Emergency Juvenile Shelter Care.
- d) Implement an Agency approved CWES referral protocol that provides for accessibility to CWES regardless of where the Child lives.
- e) Demonstrate strong working relationships with others in the Contractor's community, such as, but not limited to, community resources, community leaders, and judges.

1.3.3.2.4 Screening for CWES

A fundamental aspect in producing successful safety, Permanency, and well-being outcomes is the Contractor's initial screening process when a Child enters CWES. To provide appropriate and effective CWES screening, the Contractor shall:

- a) Use the Agency's CWES screening tool (Attachment J) to complete screening promptly and uniformly throughout the contracted Service Area where CWES is available to determine the urgency of need and the appropriate level of CWES engagement, from the least restrictive to the most restrictive needed.
- b) Coordinate the recommended level of CWES engagement with the Agency or Juvenile Court Services, and collaborate with the Agency or Juvenile Court Services to decide whether or not Placement into a shelter bed is required.
- c) Promptly identify community resources and alternative service options that are appropriate for the Child's or Family's immediate and future needs. Linkages must be established with other Child and Family service systems.
- d) Determine in conjunction with Agency and Juvenile Court Services Referral Workers the level of CWES engagement that will meet those needs, and the process to be followed if it is determined that the Child and Family needs exceed the scope of CWES and referral to another service is in the best interest of the Child and Family.
- e) Follow the requirements of the Admission and Discharge Protocol as it relates to Placement in Emergency Juvenile Shelter Care.

1.3.3.2.5 Shelter Alternatives and Diversion Services

The Contractor shall provide alternatives to shelter as Diversion services when a Child can appropriately and safely receive them instead of being placed in a shelter bed. In regards to alternatives and Diversions, the Contractor shall:

- a) Actively work to safely keep Children in their home.
- b) Respond to referrals from the Agency or JCS within one hour and initiate services to the Child and Family in need as soon as possible.
- c) Serve Children up to 47-hours outside their home as a Diversion from shelter Placement.
- d) Provide Mobile Outreach for Child Welfare Emergency Intervention in all counties covered by the CWES contract. The Contractor shall go to the Child, rather than have the Child go to the Contractor.
- e) Provide In-Home Onsite Mediation Services and Follow-up diversionary activities.
- f) Develop a plan for the Child receiving alternative or Diversion services, in the format and timeframe required by the Agency.
- g) Maintain supporting documentation for alternatives services and Diversion services provision. The Contractor shall have a case file/record completed for each Child and submit of documents in the timeframe required by the Agency.
- h) Complete a case file closure summary for the Child when alternative or Diversion services conclude, in the format and timeframe required by the Agency.
- i) Provide CWES alternative services for all Children in the Contractor's contracted counties and not only in the community where the Contractor may be physically located (e.g., if a Contractor is a shelter provider, CWES alternatives to shelter shall be available

in surrounding communities, with the services available not only to Children from surrounding areas, but with services provided to Children in those communities).

The Contractor may provide access to an additional array of CWES alternative services. This array may include, but is not limited to:

- j) Child welfare crisis telephone lines or other manners of access available around the clock;
- k) Intensive supervision or services provided daily in a Child's home that prevents shelter Placement;
- l) Establishment of information and referral networks;
- m) Individual or Family counseling provided by appropriate, approved entities;
- n) Exploring options other than shelter care when a Child's situation needs stabilization;
- o) Collaborate with the RRTS contractor to develop the capacity of family Foster Care homes with training and supports to deal with Emergency Placements; and
- p) Development of community partnerships to provide any of the above or other service approaches determined to be locally relevant.

1.3.3.2.6 Emergency Juvenile Shelter Care

There will be instances when a Child cannot be served with alternatives services and will require Emergency Juvenile Shelter Care. In providing Emergency Juvenile Shelter Care, the Contractor shall:

- a) Accept all referrals for Children into its contracted number of Emergency Juvenile Shelter Care beds.
- b) Discharge Children in Emergency Juvenile Shelter Care to a permanent Placement at the earliest possible time and work closely with the Referral Worker to develop a service approach to accomplish this within 30 days from the date of admission.
 - i. Extension requests shall be made, substantiated, and approved by both the Agency/JCS and Contractor by the twenty-fifth day of care. Maximum length of stay should not exceed 45 days.
- c) Administer the CWES Emergency Juvenile Shelter Care component following the Reasonable and Prudent Parent Standards.
- d) Structure Emergency Juvenile Shelter Placement to pursue the least restrictive and most Family-Like Setting and to maintain Family connections as appropriate.
- e) Utilize the Agency's assessment tool (to be identified at a later date) to assess the well-being of each Child and ensure the results are loaded into the assessment tool's online portal. The assessment will be administered by the Contractor at the intervals determined by the Agency, and assessments will begin on a date agreed upon by the Contractor and Agency. Contractor staff shall participate in any required training to learn about the administration of the assessment tool.

1.3.3.2.6.1 Service Documentation and Individual Service Plan

Contractors shall maintain a system of individual service documentation and files/records for each Child referred and maintain these notes and files/records in an organized and confidential fashion. Files/records shall include the Agency's CWES screening tool (Attachment J). Specifically, the Contractor shall:

- a) Develop an individualized Service Plan for each Child in an Emergency Juvenile Shelter Care that is based on each Child's unique needs and contains goals and objectives with projected dates of accomplishment. Specifically, the Contractor shall:
 - i. Develop a Service Plan utilizing the Agency's approved Service Plan form for each Child in the timeframe required by Agency.

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- ii. Complete a Service Planning Conference for each Child within five (5) Business Days of a Child's admission to a shelter bed and utilize the information gathered at this conference to develop the individualized Service Plan.
 - iii. Make sure the Caseworker is an active participant in the development and directing of the Service Plan.
 - iv. Develop the Service Plan with input from the Child, the Referring Worker, and Child's Family, unless a reason for noninvolvement is documented in the case record.
 - v. Include in the Service Plan information from other plans that affect the Child's care including but not limited to the Child's Case Permanency or Juvenile Court Services Plan, other child welfare services plans, or Behavioral Health and Intervention Services (BHIS).
 - vi. Submit the completed Service Plan to the Referring Worker in the timeframe required by Agency.
 - vii. Provide a copy of the completed Service Plan to the Child's parents or guardians in the timeframe required by Agency.
 - viii. Update the Service Plan whenever a new Case Permanency Plan/Juvenile Court Services Plan is received for the Child, as needed to address the needs of a Child, or at a minimum of every six (6) months.
- b) Maintain a daily log for each Child in Placement. The log shall be used to note general progress in regard to the Service Plan (if applicable) and any problem areas or unusual behavior for each Child in addition to any other Agency approved and required material.
 - c) Maintain supporting documentation. The Contractor shall have a case file/record completed for each Child and submit documents in the timeframe required by the Agency.
 - d) Complete a discharge summary for each Child in Emergency Juvenile Shelter Care utilizing the Agency's approved discharge summary report form in the timeframe required by Agency.
 - e) Make sure supporting documentation for service provision and service billing supports the provision of child welfare services and Emergency Juvenile Shelter Care Services as defined in rule 441 Iowa Admin Code § 105.14 and 441 Iowa Admin Code §105.17(4). Service documentation shall be detailed, describe service provided, and clearly connect to the Service Plan goals and objectives.

1.3.3.2.6.2 Admission and Discharge Protocols

The CWES Contractor shall adhere to the shelter bed Admission and Discharge Protocol (Attachment H) and accept referrals and provide contracted services on a No Reject, No Eject basis. This protocol describes a process that applies to Agency and JCS Placements, and it applies equally to all beds included in the CWES Contract. The Protocol acknowledges that Emergency Juvenile Shelter Care facilities will serve some difficult cases. It does not apply to Placements made by Law Enforcement.

1.3.3.3 One Caseworker Model for CWES

The Contractor shall provide one Caseworker for each Child and Child's Family while the Child is in CWES. This person shall be the day-to-day liaison for the Child and the Child's Family to seek answers to questions and express concerns. The person assigned to each Child and Child's Family shall be the chief point of contact regarding the Child for the Agency or JCS. Other individuals delivering services will interact with the Child and Family, however the Contractor shall ensure these services are coordinated through the Child's Caseworker. Any major information, ranging from transfer of service to Clinical results, shall be communicated to the Child and Family through the Caseworker. The Caseworker

shall be present at intake. The name and contact information for this individual shall be documented in the Child's Service Plan and provided to the Referring Worker and the Family. The Caseworker shall communicate information gathered about the Child to the Referring Worker and the Family.

1.3.3.4 Individual Child Development and Life Skills in Emergency Juvenile Shelter Care

Emergency Juvenile Shelter Care offers short-term interventions. The Contractor shall:

- a) Provide a nurturing environment in shelter care that addresses immediate needs while providing continuity in a Child's life for the time they are engaged in service.
- b) Provide services that are culturally competent and address special language needs, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural, and linguistic strengths.

1.3.3.5 Family and Community Connections in Emergency Juvenile Shelter Care

The following section applies to the provision of Emergency Juvenile Shelter Care. The Contractor shall assist the Child in developing and maintaining relationships with the Child's Family and other individuals in the Child's Positive Support System, especially given the temporary nature of CWES engagement. Throughout the provision of CWES, the Contractor shall actively ensure that the Child stays connected to the Child's kin, culture, and community. A lack of interaction with a Child's Family or Positive Support System can increase trauma that can result from a Child's Out-of-Home Placement and make a Child's Reintegration more difficult. The Contractor shall facilitate the Child's interactions with Family or other individuals in the Child's Positive Support System as these connections are crucial to the Child's well-being and to the Child returning to the community. Contractors shall report on Child and Family connections, and failing to meet the standards set forth in this section for Family connections may result in a Performance Improvement Plan. For Emergency Juvenile Shelter Care, the Contractor shall:

- a) Follow the Standards of Family Interaction (see Attachment K) when a Child has a Family Interaction Plan.
- b) Facilitate meaningful contact between the Child and parents daily (via phone, Internet video, or comparable means).
- c) Facilitate a minimum of weekly face-to-face contact between the Child and the Child's parents or other persons in the Child's Positive Support System unless limited by JCS, Court order, or the Agency. If a Child's parents live more than fifty (50) miles from the Child's Placement, video conferencing may be used as a substitute for two (2) of the approximate four (4) monthly face-to-face visits.
- d) Coordinate the Child's Family Interaction Plan, if the Child has a Family Interaction Plan, with the Service Plan.
- e) Collaborate with community agencies to develop connections to coordinate services.
- f) Develop community supports and service relationships to help meet immediate Family and Child needs.
- g) Participate in the planning conference when invited by the Agency when a Child is known to be leaving home and entering a CWES shelter Placement.
- h) Assist the Child with Family Finding Efforts.
- i) Maintain a Child's connections with the Child's school-of-origin, Family, friends, and churches as appropriate. Developing and maintaining linkages to strengthen the relationship with the Child's home community and/or the community in which he/she may reside is critical to success upon discharge.
- j) Execute a plan for a Child's services to continue in the Child's community after disengaging CWES to prevent reentry to shelter care or other CWES engagement. This may include follow-up phone calls to the Family or home visits.
- k) Initiate follow up contact within three days after the Child leaves a shelter Placement or other CWES alternative service unless the Child has been placed in another Foster Care setting, PMIC, detention, or other institution. This information shall be document in the Child's file.

1.3.3.6 Crisis Intervention and Stabilization in Emergency Juvenile Shelter Care

The following section applies to the provision of Emergency Juvenile Shelter Care. Contractors shall have a global Crisis Intervention and Stabilization Plan and an individualized plan for Crisis Intervention and Stabilization incorporated into each Child's Service Plan. The Contractor shall accept referrals and provide contracted services on a No Reject, No Eject basis. The Contractor shall serve any Child the Agency or JCS refers to the Contractor from within the Contractor's contracted Service Area. For Emergency Juvenile Shelter Care, the Contractor shall:

- a) Follow the Agency's procedure to submit notification of all Critical Incidents to the Agency.
- b) Notify the Child's parent(s) or guardian and Referral Worker immediately of any serious illness, incident involving serious bodily injury, or circumstances causing removal of the Child from the facility. In the event of the death of a child, a Contractor shall immediately notify the Child's parent(s) or guardian, the Referral Worker, the appropriate state authority, and the physician (if applicable).
- c) Develop, implement, and follow a Contractor-specific Crisis Intervention and Stabilization Plan to identify and respond to Critical Incidents, mitigate trauma, and address staff training that will develop staff competencies to implement this plan. The Contractor shall:
 - i. Train staff in Trauma-Informed Care, behavior management, and de-escalation techniques as a means to reduce and address situations that may lead to Critical Incidents;
 - ii. Cultivate a culture that includes de-escalation training, expectations, procedures, and policies that are appropriate for the needs of Child placed in shelter; and
 - iii. Submit this plan to the Service Contract Specialist and the Agency's program manager by July 31st annually.
- d) Include Child-specific Crisis Intervention and Stabilization planning as a component of each Child's Service Plan. The crisis components of the Service Plan shall:
 - i. Be individualized to the Child's unique needs and reflect the elements of the Agency-approved Contractor Crisis Intervention and Stabilization Plan; and
 - ii. Consider appropriate staffing patterns and competencies, Child trauma, treatment needs, and other elements needed to appropriately de-escalate and manage a Child's behavior.

1.3.3.7 Reintegration Planning in Emergency Juvenile Shelter Care

The following section applies to the provision of Emergency Juvenile Shelter Care. CWES is temporary and when a shelter Placement is used the Contractor will be responsible for planning the services needed during Placement and after discharge, in order to promote successful safety, Permanency, and well-being outcomes for each Child after the Child leaves child welfare services. For Emergency Juvenile Shelter Care, the Contractor shall:

- a) For Children in shelter Placement, initiate Reintegration Planning at the Service Planning Conference to initiate thinking about exit and discharge to ensure a successful move home or to the next living arrangement. All efforts shall be coordinated with Case Management entities as necessary.
- b) Maintain continuity of the Child's day-to-day life activities, such as, but not limited to, school, Family relationships, health and mental health care, and additional services that are identified for the best interest of the Child.
- c) Plan and provide for a Child's needed transportation including resource needs like vehicles, gas card, and other relevant important resources to facilitate transportation for Family visits and interactions, treatment services, jobs, and school.
- d) Integrate CWES plans in partnership with the Agency and/or JCS, and with the Child and the Child's Positive Support System.

1.3.3.8 Education in Emergency Juvenile Shelter Care

The following section applies to the provision of Emergency Juvenile Shelter Care. The Contractor shall ensure educational continuity is maintained to the extent possible despite the Child's changing circumstances. For Emergency Juvenile Shelter Care, Contractor shall:

- a) Provide an Education Specialist who will coordinate education needs and services with a Child's Referral Worker, the Child's Caseworker and the Service Plan while a Child is in shelter care. This shall include, but need not be limited to:
 - i. Handling and transferring of educational records to which the Contractor has access;
 - ii. Addressing to special education recommendations;
 - iii. Providing school supplies;
 - iv. Collaborating with the Referral Worker to keep a Child in their school of origin unless not in the best interest of the Child; and
 - v. Arranging relevant academic testing needed for services.
- b) Coordinate and/or provide transportation on each school day to each Child to enable attendance in the Child's school of origin or when a school other than the school of origin is identified in the Case Permanency Plan unless any of the following conditions exist:
 - i. The school of origin or other school identified in the Case Permanency Plan is more than 45 miles from facility.
 - ii. It is not in the Child's academic, emotional, or social best interest to travel to the school of origin or the school identified in the Case Permanency Plan. For example, if a Child has special needs or diagnoses that would limit travel.
- c) Record mileage related to a Child's transportation to and from his/her school of origin utilizing the form provided by the Agency and submit to the Agency on a separate Invoice.
- d) Monitor and address educational progress and needs.
- e) Provide access to supplemental educational support such as tutoring and school-based conferences as needed.
- f) Explore alternatives to learning, such as online courses and other options that might be available. The Contractor may use on-line curriculums and reporting to ensure school progress.

1.3.3.9 Physical Health for Children in Emergency Juvenile Shelter Care

Although CWES is temporary and long-term management of physical health needs will be rare, Children may arrive in CWES with immediate physical health needs the Contractor must address. When Children are placed into CWES shelter, the Contractor shall review each Child's health status at intake for the purpose of identifying medication needs and problems that need immediate medical attention. For each Child in Emergency Juvenile Shelter Care, the Contractor shall:

- a) Gather standard health information including the Child's last physical exam, primary care physician information, current medications, allergies, and vision and dental information. For Children served outside their home up to 47-hours without Emergency Juvenile Shelter Placement, the Contractor ensure basic health information (current medications, allergies, and any other vital facts) are known by the Contractor's staff.
- b) Within seven (7) days of intake (when a Child is expected to remain in Emergency Juvenile Shelter Care more than four (4) days):
 - i. Make all reasonable efforts for a more comprehensive health assessment to be performed by an appropriate Clinician, including a vision assessment, on each Child who has not had a comprehensive health assessment within the past year. If the assessment cannot be performed within seven days, it shall be arranged for the earliest possible time, and the reasons for the delay shall be documented. A registered nurse, an advanced registered nurse practitioner, a physician assistant, or a physician shall perform the comprehensive health assessment.
 - ii. Gather records of all illnesses, immunizations, communicable diseases and follow-up treatment, signed medical and surgical authorizations, medical and dental examinations including findings, and the date of the last physical examination prior to Placement.

- iii. Determine with the Child's Referring Worker what medical interventions may be required while the Child is in care and schedule appointments as needed.
- iv. If the Contractor is having difficulty attaining required authorizations from a Child's Family for medical, dental, or vision care, the Contractor shall contact the Referring Worker immediately.
- c) Arrange for 24-hour emergency medical and dental health care.
- d) Coordinate appropriate medical care appointment, treatment, and medication management for all Children.
- e) Communicate emerging medical situations and relevant medical information to the Referring Worker.
- f) Coordinate (or develop and provide) sexual health education that covers safe sex practices, pregnancy prevention, health-related issues, peer pressure, sexually transmitted diseases (STDs), and healthy relationships.

1.3.3.10 Mental/Behavioral Health and Clinical Supports for Children in Emergency Juvenile Shelter Care

Children's mental and behavioral health needs are key components of meeting safety and well-being goals. If a Child has been receiving mental and behavioral health services prior to CWES, it is important to ensure continuity of care. Additionally, there is a high likelihood mental and behavioral health services will need to continue during Reintegration. For each Child in Emergency Juvenile Shelter Care, the Contractor shall:

- a) Communicate concerns that arise at intake pertaining to mental health/behavioral health to the Referring Worker.
- b) Coordinate CWES service planning with any plans developed by mental health or behavioral health providers.
- c) Educate Children, parents, guardians ad litem, and Referral Workers about the Service Plan that shall incorporate monitoring efforts, medication management, and other relevant information.
- d) Be aware of mental health and medication needs and ensure mental health assessments are properly referred to an appropriate practitioner, as needed. This includes ensuring a comprehensive medical intake screening is completed that identifies medications needed and dosage.
- e) Coordinate care with Integrated Health Homes if the Child in Placement has one.
- f) Discuss at intake and the Service Planning Conference the need for substance abuse evaluation and coordinate with a substance abuse professional and the Family when needed.
- g) If behaviors emerge indicating a need for substance abuse evaluation, address this with the Referral Worker and Family or guardian and involve substance abuse professional as needed.
- h) Actively engage in medication management, beyond simply ensuring proper administration of medications. Activities shall include, but not be limited to:
 - i. Developing an awareness of effects of medications given to a Child;
 - ii. Identifying and reporting of side effects; and
- i) Provide relevant medical history to mental and behavioral health providers and ensure new information is maintained in the Child case file and shared with the Referral Worker.
- j) Arrange for required mental health/behavioral health appointments and coordinate consent with the Referring Worker to screen for these services.

1.3.3.11 Training

The Contractor shall provide all staff with appropriate and comprehensive training to deliver the services for which the individual is responsible and in a manner that teaches staff to promote the safety, Permanency, and well-being for each Child. The Contractor shall:

- a) Develop a training plan and submit to the Agency for review and approval within 30 days after the contract start date.

- b) Incorporate any changes to the training plan requested by the Agency and submit a final training plan to the Agency within 30 days of the Agency's completed review.
- c) Execute, adhere to, and provide training set forth in the Agency-approved training plan.
- d) Receive prior approval from the Agency for any changes to the training plan.
- e) Provide the training described in the training plan for all Contractor or subcontractor staff.
- f) Provide information in the training and training plan regarding Children and Family's identified needs, including but not limited to:
 - i. The Guiding Principles, Family-Centered Model of Practice, JCS's Model of Practice, and Child Welfare Model of Practice;
 - ii. Crisis Interventions and Stabilization, Trauma-Informed Care, de-escalation techniques, and policies and procedures regarding Critical Incidents;
 - iii. Mandt or comparable training for appropriate physical restraints to ensure safety;
 - iv. Mental and Behavioral Health support, as appropriate to the staff person's role;
 - v. Culturally and Linguistically Appropriate Service Standards (CLASS);
 - vi. Domestic Violence prevention and support;
 - vii. Human trafficking identification, intervention, and prevention; and
 - viii. Transition Planning, including the Life Skills Assessment tool.

1.3.3.12 Contractor Reports and Data

The Contractor shall provide the Agency with data, reports, and information to determine areas of strength and areas to improve in all aspects of CWES. Reports and data shall not only include directly quantifiable data, but will also include active, meaningful reporting regarding the quality of services provided to Children receiving CWES. Reports shall also continually and proactively inform and improve CWES delivery. At all times, reports and data shall be used to ensure CWES are following the Guiding Principles, the JCS's Model of Practice, the Family-Centered Model of Practice, and the Agency's Model of Practice as well as consistently improving and innovating the provision of service.

Reports shall be provided electronically to the Service Contract Specialist and the Program Manager. The Contractor shall use their established internal Quality Assurance and improvement system for preparing, submitting, and validating their data and reports to the Agency.

The format and timing for all reports shall be contingent upon Agency approval. Contractor shall provide all applicable data and reports in an Agency approved format, either by inputting into an electronic database, via other electronic means, or through written reports. The Agency will provide CWES Contractors standardized report templates prior to the implementation of Contracts.

1.3.3.12.1 Weekly Critical Incident Reports

The Contractor shall provide a weekly summary to the SAM and other Agency designees of all Critical Incidents in an Agency approved format. This does not replace the need for immediate notification of Critical Incidents to the Referral Worker by the Contractor.

1.3.3.12.2 Data and Reports

1.3.3.12.2.1 Weekly Census Report

The Contractor shall provide a weekly census roster due to the Agency on the 1st, 8th, 15th, and 22nd of each month using the Agency-approved report format.

1.3.3.12.2.2 Monthly Data

The Contractor shall complete the Agency approved Monthly Data template and submit the completed Monthly Data template by the Agency determined deadline each month. This template will include, but not be limited to, the following information:

Child Welfare Crisis Intervention, Stabilization, and Reunification Services (CISR)

- a) A roster of all Children in care, by name, date of birth, dates of admission and discharge, and if the Contractor has the Child's FACS ID number, the FACS ID number.
- b) A roster of Children who received alternative services and were diverted from shelter bed Placement by name, date of birth, dates of CWES alternative services engagement and disengagement, and if the Contractor has the Child's FACS ID number, the FACS ID number.

1.3.3.12.3 Quarterly Meetings

The Contractor shall participate in Quarterly Meetings at the Agency's request and held at Agency determined times. These meetings shall focus on, but not be limited to the Contractor's qualitative delivery of CWES; a discussion of services, trends, collective outcomes, challenges, and successes; and milestones and deliverables during that quarter. These meetings may also include issues and examples discussed by Service Area Leadership Teams and in Local Quality Improvement Meetings.

1.3.3.12.4 Annual Agency Child Welfare Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles Report

The Contractor shall submit an annual report in an Agency approved format detailing how the Agency's Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles are being incorporated and followed in all aspects of the Contractor's services. This report shall include a detailed explanation of:

- a) How the Contractor is adhering to the Agency's Child Welfare Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles in the provision all CWES services.
- b) Successes and challenges the Contractor has faced relating to the Agency's Child Welfare Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles.
- c) Proactive strategies and improvements the Contractor has taken relating to the Agency's Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles.
- d) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.3.12.5 Annual Innovation and Improvement Report

The Contractor shall report in an Agency approved format on work done to advance innovative ideas and achieve improvements throughout CWES. These reports shall highlight work done by the Contractor to move toward the Agency's future goals and improve the child welfare program. This report shall include a detailed explanation of:

- a) Proactive and innovative tactics used in the delivery of CWES.
- b) Efforts and strategies used to improve the overall provision of CWES.
- c) New Service Area specific techniques that address Service Area's specific needs, populations, geography, or other characteristics.
- d) Innovative methods of collaboration with other Contractors.
- e) Successes and challenges encountered in moving toward Agency's future goals, including integration with other services.
- f) Ideas on how to improve CWES in the coming years.
- g) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.3.12.6 Annual Staffing Report

The Contractor shall provide an annual staffing report in an Agency approved format at the end of the State fiscal year that includes at the minimum the following information:

- a) Organizational structure;

- b) Staffing ratios;
- c) Staff turnover;
- d) Full-time equivalents;
- e) Salaries and benefits; and
- f) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.3.13 Financial Management

The Contractor shall:

- a) Maintain accurate, current, and complete records of financial activity that sufficiently and properly document and calculate all charges billed to the Agency.
- b) Not charge the Agency more than the Contractor receives for the same services provided to non-Agency entities.
- c) Document financial information in an Agency-approved manner in all Contractor Invoices so that the Agency obtains information necessary to report such costs to federal programs.
- d) Not exceed 15% of the total contract amount for each service on spending on Administrative Costs, for both the Contractor and all their subcontractors.
- e) Complete and submit a Uniform Combined Cost Report to the Service Contract Specialist within 90 days after the end of the Contractor's fiscal year. The Contractor shall conduct and submit a quarterly time study as part of the Uniform Combined Cost Report. Congregate care providers must complete the time studies on one school day and one non-school day each quarter of the fiscal year. Non-congregate care providers can opt to complete the time studies on two weekdays each quarter of the fiscal year.

1.3.3.14 Staffing

The Contractor shall meet all staff qualifications as defined in Iowa Administrative Code 441 Chapter 105 and as described below. In addition, the Contractor shall meet the following criteria and requirements related to staffing:

- a) Employ staff who have a strong desire to participate in the program, support, encourage, help Children, and meet Agency goals.
- b) Train staff in, and continually reinforce, the Agency's Model of Practice, JCS's Model of Practice, Family-Centered Model of Practice, and Guiding Principles.
- c) Take all steps necessary to ensure implementation of the One Caseworker Model.
- d) Ensure each staff member serving the Caseworker role shall serve no more than fifteen (15) Children at one time and shall have limited other duties.
- e) Have staff fully dedicated to the contract – full time supervisors, Caseworkers, and other staff
- f) Implement policies to encourage staff retention.
- g) Train staff to develop Cultural Competency skills.

1.3.3.14.1 Program Director

The Contractor shall maintain a Program Director dedicated to the administration of this Contract, including problem solving, resolving staff issues, and all other Agency required and requested concerns. The Program Director shall be the point of contact for the Agency as related to items pertaining to contracted duties and daily operations.

1.3.3.14.2 Supervisors

The Contractor shall employ supervisors who oversee the work of Caseworkers as well as coordinate CWES services. A supervisor shall have either a master's degree in social work with one year of supervised experience after the master's degree or a master's degree in psychology, counseling, or related field with two years of experience beyond the master's degree, one of which was under supervision. The experience shall be in the area of child welfare services.

- a) Supervisors currently employed by the Contractor with a bachelor's degree in human services or related field from an accredited four-year college recognized by the Council

for Higher Education (CHEA) who do not have a master's degree in psychology, counseling, or related field, shall be grandfathered in under this RFP and may continue to work as a supervisor under the contract(s) resulting from this RFP.

1.3.3.14.3 Caseworkers

The Contractor shall employ Caseworkers to become the one Caseworker for Children and their families, acting as the single point of contact for CWES services for their assigned Children.

- a) Caseworkers shall possess a bachelor's degree in human services or a related field from an accredited four-year college recognized by the Council for Higher Education (CHEA) with a minimum of one (1) year of full time experience in child welfare services; or a master's degree in human services or a related field from an accredited college or university with a minimum of one (1) year of full time experience in child welfare services; or an associate of arts degree in human services or related field from an accredited college or university plus four (4) years of full time experience in child welfare services.
- b) Each Caseworker shall have no more than fifteen (15) Children assigned to the Caseworker's caseload at one time.

1.3.3.14.4 Education Specialist

When a Child is in CWES Emergency Juvenile Shelter Care, the Contractor shall provide a staff person, who may also be the Caseworker or Supervisor, to act as an Education Specialist responsible for coordinating educational needs with a Child's Caseworker, Area Education Agencies, and Local Education Agencies to support education activities including, but not limited to:

- a) School records;
- b) Special education and other education or school behavior plans;
- c) Transportation to and from school;
- d) Acquisition of school supplies for Children;
- e) Retention in Children's school of origin unless not in best interest of a Child;
- f) Arrangement of relevant academic testing;
- g) College and career planning;
- h) Completion of high school diploma or High-School Equivalency; and
- i) Completion of transcripts and needed core classes.

1.3.3.15 Payment Methodology

The Agency continues to work toward a reasonable balance between funded bed capacity and other CWES alternatives to shelter so Children may be served in or near their home or community without having to rely on congregate settings as the only available option. Emergency Juvenile Shelter Care bed capacity remains an important component of a CWES array, yet that need continues to decrease.

Contractors will be contracted for a specified number of Guaranteed Payment Beds determined by the Agency. For these Guaranteed Payment Beds the Contractor will receive guaranteed payments per bed as described in this section. The Contractor may also have a number of additional beds for situations in which the Guaranteed Payment Beds are fully occupied. These beds will be paid per diem, only when occupied, at the same rate as Guaranteed Payment Beds. The Agency may contract for additional capacity that may be used.

Bed utilization is anticipated to be funded at \$101.83 per day a bed is used or guaranteed for payment. Contractors shall also be paid to provide alternatives to shelter beds. These alternative services payments will only be made for Guaranteed Payment Beds at an anticipated rate of \$30.78 per day per Guaranteed Payment Bed. The manner in which shelters may recover unpaid shelter costs, pursuant to Iowa Admin Code § 232.141(8), is not affected by this Contract.

Contractors shall submit monthly Invoices reflecting actual utilization of shelter beds. The Agency will pay the Contractor on a monthly basis. Monthly payments will be made based only on actual bed day utilization. Note that no payments will be made for the day in which a Child is discharged from the bed.

Payment for the Guaranteed Payment Beds included in the Contract will be reconciled at the end of each quarter. At the end of each quarter, if the total actual bed days utilized is less than the total Guaranteed Bed days for that quarter (# of Guaranteed Beds X # of calendar days in the quarter), the Contractor shall submit an approved, completed Invoice to the Service Contract Specialist for the number of Guaranteed Bed days that were unused during that quarter. The Service Contract Specialist will verify the totals submitted and approve final payment.

Payment will be contingent on the Agency's timely receipt of service reports detailing expenses, services provided, and the number of Children served.

At the end of each performance measurement quarter, the Agency will review the Contractor's reports and documentation. If the Contractor's report documents show compliance with applicable performance measures as set forth in Section 1.3.3.16, the Agency will pay the Contractor a performance incentive.

All Contractor Invoices shall document financial information in an Agency-approved manner so that the Agency obtains information necessary to report such costs to federal programs.

1.3.3.16 CWES Performance Measures

Performance measures and targets are included as a part of this Contract and used to assess performance by the Contractor. The performance measures are designed to help further align Contractor incentives with better outcomes for Children. By meeting or exceeding the performance measures, the Contractor will show their commitment to improving CWES services and outcomes.

The performance measures and targets included are the performance expectations and shall be measured, earned, and paid separately by Service Area. Up to an additional 10% of the Contractor's invoice amount for a given measurement period for each Service Area may be earned as a performance incentive payment for meeting or exceeding performance measures in each Service Area.

Contractors shall submit Invoices for performance incentive payments after review and approval by the Agency Contract Manager or Service Contract Specialist.

Determination of whether a Contractor has met a performance measure will be made at the sole discretion of the Agency. The Agency may re-evaluate performance measures at the end of the initial two-year contract period.

The following performance measures determine eligibility for performance incentive payments. Note that the Gold and Silver Standards are mutually exclusive and both Gold and Silver Standards cannot be earned for the same performance measure during the same measurement period. Performance measures shall be measured, earned, and paid separately by Service Area.

1.3.3.16.1 Performance Measure 1 – Divert Children from Placement in Shelter Beds

In keeping with the Agency's Permanency goals and Family-Centered Model of Practice, a key component of CWES shall be to maintain a Child in the Child's home by providing services In-Home and other locations to stabilize situations whenever appropriate and possible. The Contractor shall attempt to Divert Children from Placement in shelter beds whenever possible and appropriate.

Gold Standard (payment of an additional 5% of the measurement quarter's invoiced amount) – Greater than or equal to 85% of Children referred to CWES without court orders in the measurement quarter shall be Diverted from shelter Placement within forty-seven (47) hours of receiving the referral and not be admitted to shelter for thirty (30) days after the Child's CWES alternative services case is closed. This will be calculated for each measurement quarter.

Silver Standard (payment of an additional 2.5% of the measurement quarter's invoiced amount) — Greater than or equal to 75% but less than 85% of Children referred to CWES without court orders in the measurement quarter shall be Diverted from shelter Placement within forty-seven (47) hours of the referral and shall not be admitted to shelter for thirty (30) days after the Child's CWES alternate services case is closed. This will be calculated for each measurement quarter.

1.3.3.16.2 Performance Measure 2 – Discharge from Shelter Care to Family-Like Setting

In alignment with the Agency's Permanency goals and Family-Centered Model of Practice, the Contractor shall work to help a Child return to a Family-Like Setting. Accordingly, discharge from CWES will be monitored, and Contractor may earn additional payment based upon discharge metrics.

Gold Standard (payment of an additional 5.0% of the measurement quarter's invoiced amount) – Greater than or equal to 75% of Children discharged from shelter care in the measurement quarter will be discharged to a Family-Like Setting.

Silver Standard (payment of an additional 2.5% of the measurement quarter's invoiced amount) – Greater than or equal to 70% but less than 75% of Children discharged from shelter care in the measurement quarter will be discharged to a Family-Like Setting.

1.3.4 Foster Group Care Services Scope of Work

The Contractor shall provide Foster Group Care Services (FGCS) services as follows.

1.3.4.1 FGCS Overview

FGCS are a part of the child welfare service array that offers a structured living environment for eligible Foster Care Children who are considered unable to live in a Family situation due to social or emotional needs but are able to interact in a community environment with varying degrees of supervision. Children are adjudicated for having committed a Delinquent act or as a Child In Need of Assistance (CINA) and court-ordered to care that is provided in licensed facilities 24/7. FGCS shall be provided in accordance with the Agency's Family-Centered Model of Practice, Child Welfare Model of Practice, JCS's Model of Practice, Guiding Principles, and with the goal of a Child returning to the Child's Family or less restrictive care setting when possible and/or as deemed appropriate by the Court. Whenever possible and appropriate to the Child's level of need, a Child shall receive FGCS services in the location geographically closest to the Child's Family so as to promote the Child's connection with the Child's Family and community of origin. The Contractor shall work with the Child and Child's Family to help the Child gain the skills necessary to successfully return home.

FGCS shall provide Children with a safe and protective setting where they can thrive and not commit Delinquent acts. Qualified and competent staff shall provide 24/7 parenting-type support, and programs shall be designed to suit individual Children in Placement. The safety, Permanency, and well-being of Children shall be addressed by:

- a) Providing a stable living environment.
- b) Engaging families to help eliminate conditions that may have led to a Child's Removal from the home.
- c) Maintaining connections to home and community in collaboration with the referral entities and the Child's Positive Support System.
- d) Providing for Children's educational, recreational, medical, social, and rehabilitation needs.

FGCS shall be responsible for planning the daily activities of Children, provide discipline and guidance as needed, and facilitate the development of peer relationships. While in care, Children shall be taught age appropriate skills to help prepare them to return to their communities or to Transition to adulthood or future Self-Sufficiency.

Lengths of Placement vary and the Contractor shall work with the referral entities, Courts, and families to coordinate efforts toward achieving goals in the Child's Case Permanency Plan or Juvenile Court Services Plan. Behavior management and stabilization strategies used shall include collaboration with families in order to facilitate Family reunification and a Child's move back to the community, if that is possible and appropriate.

FGCS are divided into three levels with varying levels of reimbursement: Community (D1, that is licensed accordingly to Iowa standards for this level of care), Comprehensive (D2, that is licensed accordingly to Iowa standards for this level of care), and Enhanced (D3, that is licensed accordingly to Iowa standards for Comprehensive but that will provide more intensive services than D2).

- The Community (D1) level requires at least a 1:8 staff to Child ratio.
- The Comprehensive (D2) level requires at least a 1:5 staff to Child ratio.
- The Enhanced (D3) level requires at least a 1:3 staff to Child ratio.

However, all licensure levels and funding categories shall require programs to be staffed at the extent required to meet the needs of Children in care. This might require even closer staff-to-Child ratios than noted above.

1.3.4.2 Program Administration

The Contractor shall provide stable settings through FGCS that are appropriate to the needs of Children requiring Out-Of-Home Placement. The Contractor shall meet the basic needs of every Child placed in their care according to the requirements of this Contract, State, and federal laws, the Agency's Family-Centered Model of Practice, Child Welfare Model of Practice, JCS's Model of Practice, and Guiding Principles, and all applicable regulations. The Contractor shall collaborate with Agency to protect Children and ensure a safe Placement that supports the Child and the Child's Family while achieving Agency goals of safety, Permanency, and well-being.

1.3.4.2.1 Regulations and Policies

In providing services for the Child in Foster Group Care, the Contractor shall abide by all applicable State and federal laws, rules, and regulations. The Contractor shall develop additional policies for the administration of FGCS as detailed in this section. The Contractor shall:

- a) Maintain applicable FGCS licensure, certification, or approval status by demonstrating compliance with all licensure requirements throughout the term of the Contract. The Agency will Contract with a provider for FGCS services only when there is compliance with licensure requirements per the following:
 - i. A facility providing community-level group care shall be licensed:
 - 1) As a Community Residential Facility pursuant to 441 Iowa Admin. Code ch. 114;
 - 2) As a Comprehensive Residential Facility pursuant to 441 Iowa Admin. Code ch. 115; and/or
 - 3) Under comparable standards by the State in which the facility is located.
 - ii. A facility providing comprehensive-level group care shall be licensed:
 - 1) As a Comprehensive Residential Facility pursuant to 441 Iowa Admin. Code ch. 115; and/or
 - 2) Under comparable standards by the State in which the facility is located.
- b) Comply with all applicable State and federal laws and regulations on confidentiality including rules in 441 Iowa Admin. Code ch. 9.
- c) Comply with all applicable State and federal laws, regulations, and requirements regarding the Prison Rape Elimination Act (PREA).
- d) Develop and use internal continuous Quality Assurance processes using data analysis, process and practice modification, supervision, and other methods to ensure the quality of services provided.
- e) Develop and use written policies approved by the Agency for:
 - i. Handling client appeals and grievances;
 - ii. Reporting abuse and denial of critical care of Children;
 - iii. Maintaining confidentiality; and
 - iv. Training staff.
- f) Collaborate with the Agency to develop and implement written plans for the Contractor's response to disasters and other emergency situations that are consistent with State, federal, and local guidelines.
- g) Collaborate with the Agency to review and make recommendations regarding implementation of Evidence-Based Practices, beginning in the first year of the Contract or at the point-in-time specified by the Agency.
- h) Participate in the Agency's annual Statewide child welfare services contractors' meeting.
- i) Utilize encrypted email for any electronic communication regarding a Child and/or a Child's family.
- j) Serve all Children referred to the Contractor from within the Contractor's contracted Service Area.

1.3.4.2.2 Delivery of FGCS

FGCS are intended to help a Child with high needs thrive and develop the skills necessary to return home. Through the delivery of FGCS, the Contractor shall meet the needs of the Child in Out-of-Home Placement and promote safety, Permanency, and well-being. The Contractor shall:

- a) Utilize a service delivery approach that conforms to the Guiding Principles, the Agency's Family-Centered Model of Practice, Child Welfare Model of Practice, Juvenile Court Services' Model of Practice (as applicable), the Federal Child and Family Services Review, and the Family Team Decision Making and Youth Transition Decision Making Meeting models.
- b) Provide the following minimum service elements for each Child in FGCS:
 - i. Implement each Child's Service Plan;
 - ii. Monitor and record each Child's behavior daily;
 - iii. Supervise the daily living activities of each Child, including knowing their whereabouts at all times, and provide oversight and maintenance of their general health and well-being;
 - iv. Schedule in-person conferences as needed;
 - v. Ensure a supportive atmosphere and provide leadership and guidance to each Child;
 - vi. Coordinate and participate in internal and external activities of each Child; and
 - vii. Maintain ongoing communication with the Referring Worker.
- c) Within one (1) hour accept all referrals that are made when there is a vacancy in the program and make arrangements with the Referral Worker to have the Child placed within 48 hours. Contractors shall accept referrals and provide contracted services on a No Reject, No Eject basis. At no time shall the total number of Placements exceed the number specified in a Contractor's license.
- d) Provide an array of services and supports to meet the needs, objectives, services, and outcomes described in the Agency's Case Permanency Plan/Juvenile Court Services Plan.
- e) Provide supervision, planning for daily activities, discipline, guidance, development of peer relationships, and delivery of recreational programs. Community resources in both the location of the Contractor (i.e., where the Child may be placed) and the location of a Child's Family may be used for education, recreation, medical, social, and/or rehabilitation services. The services must be appropriate to the age, gender, sexual orientation, cultural heritage, and the developmental and functional level of the Child.
- f) Administer the FGCS program following the Reasonable and Prudent Parent Standards.
- g) Use service approaches that are culturally and linguistically competent. Each Child engaged in care shall be provided services that address any special language needs, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural, and linguistic strengths. This shall be measured utilizing the Culturally and Linguistically Appropriate Service Standards adopted by the Agency (Attachment I).
- h) Provide programs that ensure Children reside with persons within their own age group and with common treatment needs. The behavioral, psychological, emotional, and developmental levels of Children shall be considered in the determination of appropriate groupings.
- i) Facilitate the participation of the Child in other necessary programs and services to ensure the Child's overall needs are met. Such programs or services include but are not limited to the following:
 - i. Various medical services;
 - ii. Outpatient mental health or substance abuse treatment;
 - iii. Behavioral Health Intervention Services;
 - iv. Educational or vocational services; and
 - v. Other community-based services.
- j) As appropriate to the Children the Contractor services, provide individualized care that is

- responsive to the needs of specific and outlier populations, such as sex offenders, Children adjudicated for Delinquent acts, Children with Special Needs, etc.
- k) Utilize the Agency's assessment tool (to be identified at a later date) to assess the well-being of each Child and ensure the results are loaded into the assessment tool's online portal. The assessment will be administered by the Contractor at the intervals determined by the Agency, and assessments will begin on a date agreed upon by the Contractor and Agency. Contractor staff will participate in any required training to learn about the administration of the assessment tool.
 - l) Design programs with varying levels of structure that can be applied as a Child's need for supervision decreases (demonstrated, for example, by a Child's increased level of responsibility and self-management). The programming design as well as the setting, to the extent feasible, shall change as a result, focusing on the Child acquiring and building life skills that allow the Child better access to the community.

1.3.4.2.3 Service Documentation and Individual Service Plan

Contractors shall maintain a system of individual service documentation and files/records on each Child referred and maintain these notes and files/records in an organized and confidential fashion for a minimum of seven (7) years beyond the end of the contract. The Contractor shall:

- a) Develop an individualized Service Plan that is based on each Child's unique needs and contains goals and objectives with projected dates of accomplishment. Specifically, the Contractor shall:
 - i. Develop a Service Plan utilizing the Agency's approved Service Plan form for each Child in the timeframe required by Agency.
 - ii. Complete a Service Planning Conference for each Child within five (5) Business Days of the Child's admission and utilize the information gathered at this conference to develop the individualized Service Plan.
 - iii. Make certain the Caseworker is an active participant in the development and directing of the Service Plan.
 - iv. Develop the Service Plan with input from the Child, the Referring Worker, and Child's Family, unless a reason for noninvolvement is documented in the case record.
 - v. Include in the Service Plan information from other plans that affect the Child's care including but not limited to other child welfare services, Juvenile justice involvement, or Behavioral Health and Intervention Services (BHIS).
 - vi. Submit the completed Service Plan to the Referring Worker in the timeframe required by the Agency.
 - vii. Provide a copy of the completed Service Plan to the Child's parents or guardians in the timeframe required by the Agency.
 - viii. Update the Service Plan whenever a new Case Permanency Plan/Juvenile Court Services Plan is received for the Child, as needed to address the changing needs of a Child, and/or at a minimum of every six (6) months.
- b) Complete a quarterly progress reports for each Child using the Agency's approved quarterly progress report form and send to the Referring Worker in the timeframe required by Agency.
- c) Complete a discharge summary utilizing the Agency's approved discharge summary report form for each Child in the timeframe required by Agency.
- d) Make sure supporting documentation for service provision and service billing supports the provision of child welfare services and Group Care Maintenance as defined in 441 Iowa Admin. Code ch. §156.1(234) and 441 Iowa Admin. Code ch. §114.11(237). Service documentation shall be detailed, describe service provided, and clearly connect to the Service Plan goals and objectives.

1.3.4.3 One Caseworker Model

The Contractor shall provide one Caseworker for each Child and the Child's Family while the Child is in FGCS. This person shall be the day-to-day liaison for the Child and the Child's Family to seek answers to questions and express concerns. The Caseworker assigned to each Child and Child's Family shall be the chief point of contact for the Referring Worker. Other individuals delivering services will interact with the Child and Family, however the Contractor shall ensure these services are coordinated through the Child's Caseworker. Any major information, ranging from transfer of service to Clinical results, shall be communicated to the Child and Family through the Caseworker. If the Child leaves FGCS, transfers to another service or Service Area, or Transitions back to the community, the Caseworker is responsible to help ensure a smooth Transition to the Child's next Caseworker or caregiver. The Caseworker shall be assigned to the Child before and be present at the Child's Service Planning Conference. The name and contact information for this individual shall be documented in the Child's Service Plan and provided to the Referring Worker.

1.3.4.4 Individual Child Development and Life Skills

The Contractor shall provide services to facilitate Child development and life skills learning in a nurturing environment. This process begins with accurate and timely assessment of the Child upon entry to FGCS. Child development and life skills are crucial components of a Child's ability to return to the community or the Child's Family, and these shall be a point of emphasis in the Contractor's delivery of services. In providing Child development and life skills services, the Contractor shall:

- a) Utilize the Agency approved formal Casey Life Skills Assessment with every Child to determine Child needs and basis for treatment approach and to measure a Child's strengths and needs regarding development of life skills necessary for successful Reintegration or Transition to Self-Sufficiency. The Contractor shall reassess the Child using the Casey Life Skills Assessment within 30 days of the Child's 14th, 16th, and 18th birthdays and prior to discharge or hand-off to another Contractor. The results of the Casey Life Skills Assessment shall be logged uniformly, as specified by the Agency, and shall be sent to the Child's Referring Worker. The results of the Casey Life Skills Assessment shall be provided to the Child.
- b) Develop a Child-driven, targeted, and effective life skills component of the Service Plan to help each Child develop skills identified through the assessment.
- c) Provide the Child opportunities to identify other skills, plans, and community connections not captured on Casey Life Skills Assessment.
- d) Engage each Child, Family members of the Child, or the Child's Positive Support System to assist in developing goals and action steps for acquiring and building upon life skills based on formal and informal assessment results.
- e) Make certain the Child's Caseworker is facilitating the completion of assessments and Child development and life skills plans, working with the Referring Worker, and facilitating outside adults who are connected to the Child and their development throughout FGCS.
- f) Utilize a life skills training curriculum for each Child served. The Agency shall reserve the right to approve the curriculum provided by the Contractor.
- g) Create an individualized, targeted, and specific plan to address high risk areas for Children adjudicated for having committed a Delinquent act including the specific services to be provided and the length and intensity of the services needed to effectively address those risk areas.

1.3.4.5 Family and Community Connections

The Contractor shall assist the Child in developing and maintaining relationships with the Child's Family and Positive Support System. Throughout the provision of FGCS, the Contractor shall actively ensure that the Child stays connected to the Child's kin, culture, and community. A lack of interaction with a Child's Family or Positive Support System can increase the trauma that can result from a Child's Out-of-Home Placement and make a Child's Reintegration or Transition more difficult. The Contractor shall facilitate

the Child's interactions with Family and the Child's Positive Support System as these connections are crucial to the Child's well-being and to the Child returning to the community. Contractors shall report on Child and Family connections, and failing to meet the standards set forth in this section for Family connections may result in a Performance Improvement Plan. The Contractor shall:

- a) Follow the Standards of Family Interaction (see Attachment K) when a Child has a Family Interaction Plan.
- b) Facilitate meaningful contact between the Child and parents daily (via phone, Internet video, or comparable means).
- c) Facilitate a minimum of weekly face-to-face contact between the Child and the Child's parents or other individuals in the Child's Positive Support System unless limited by JCS, Court order, or the Agency. If a Child's parents live more than fifty (50) miles from the Child's Placement, video conferencing may be used as a substitute for two (2) of the approximate four (4) monthly face-to-face visits.
- d) Facilitate monthly face-to-face contact and interactions with a Child's siblings unless limited by JCS, Court order, or the Agency.
 - i. If siblings live more than fifty (50) miles from the Child's Placement, video conferencing may be substituted for face-to-face visits. However, the Child's Service Plan must articulate how the Contractor will strive to facilitate face-to-face visits.
 - ii. If a Child's sibling(s) is also in a child welfare Placement, the Contractor shall work with the sibling's Placement Contractor to facilitate monthly visits, or if the sibling's Placement location is more than fifty (50) miles away, the Contractor shall facilitate monthly video conferencing.
- e) Include a Family engagement section in the Service Plan.
- f) Participate in planning conferences when invited and when a Child is known to be moving to a FGCS Placement from another location such a home or other child welfare Placement.
- g) Assist the Child with Family Finding Efforts.
- h) Teach each Child skills for living within a Family structure and work with the Child and the Child's Family to prepare for the Child to return home upon discharge from FGCS.

1.3.4.6 Crisis Intervention and Stabilization

The Contractor shall have a global Crisis Intervention and Stabilization Plan and an individualized plan for Crisis Intervention and Stabilization incorporated into each Child's Service Plan. In accordance with the No Reject, No Eject basis for Child Welfare, the Contractor shall serve any Child the Agency or JCS refers to the Contractor from within the Contractor's contracted Service Area. The Contractor shall:

- a) Follow the Agency's procedure to submit notification of all Critical Incidents to the Agency.
- b) Notify the Child's parent(s) or guardian and Referral Worker immediately of any serious illness, incident involving serious bodily injury, or circumstances causing removal of the Child from the facility. In the event of the death of a child, a Contractor shall immediately notify the Child's parent(s) or guardian, the Referral Worker, the appropriate state authority, and the physician (if applicable).
- c) Develop, implement, and follow a Contractor-specific Crisis Intervention and Stabilization Plan to identify and respond to Critical Incidents, mitigate trauma, and address staff training that will develop staff competencies to implement this plan. The Contractor shall:
 - i. Train staff in Trauma-Informed Care, behavior management, and de-escalation techniques as a means to reduce and address situations that may lead to Critical Incidents;
 - ii. Cultivate a culture that includes de-escalation training, expectations, procedures, and policies that are appropriate for the needs of Child placed in shelter; and
 - iii. Submit this plan to the Service Contract Specialist and the Agency's program manager by July 31st annually and amend the plan as requested by the Agency.
- d) Include Child-specific Crisis Intervention and Stabilization planning as a component of each Child's Service Plan. The crisis components of the Service Plan shall:

- i. Be individualized to the Child's unique needs and reflect the elements of the Agency-approved Contractor Crisis Intervention and Stabilization Plan; and
- ii. Consider appropriate staffing patterns and competencies, Child trauma, treatment needs, and other elements needed to appropriately de-escalate and manage a Child's behavior.

1.3.4.7 Reintegration Planning

From the time a Child enters FGCS, the Contractor shall plan for the Child's return to home or another level of care. The plan shall outline what needs to happen while in care versus what must occur and be provided when back in the community. The plan shall address stabilizing behavior and community based services. FGCS are not intended to be long-term solutions, and the Contractor shall plan and implement services with the end goal of discharge from services. The Contractor shall:

- a) Include Reintegration Planning as a component of the Child's Service Plan at the time of the Child's Service Planning Conference.
- b) Address, in the Reintegration Planning section of the Service Plan, individual Child needs and methods to ensure successful Transition home or to lower level of care.
- c) Plan for direct Clinical and/or other support staff to be in place prior to the Child's exit from the program so as to provide continuity of Clinical and support services as a Child exits a facility.
- d) Provide the Child and Child's family with transportation while in care, including resources like vehicles, gas cards, and other relevant resources, to facilitate Family visits and treatment services. The Contractor shall ensure that transportation is not a barrier that prevents a Child from Family engagement.
- e) If a Child is eligible, use Youth Transition Decision-Making Meetings prior to the Child leaving the facility.
- f) Conduct face-to-face contact and interactions for at least one month post-discharge to ensure the Child is effectively reintegrating with their Family or other Family-like setting.

1.3.4.8 Education

Education is a key component leading to a Child's future successes. The Contractor shall arrange and ensure that each school-aged Child attends an educational or vocational program in accordance with all applicable State, federal, and local laws. In accordance with the Agency's goal of maintaining community connections and following federal guidance, a Child's educational needs are best met in the Child's school of origin. If the Child is not remaining in their school of origin, the Contractor shall help the Child continue with the curriculum and progress of their school of origin so the Transition between school systems is as smooth as possible. The Contractor shall:

- a) Provide an Education Specialist who will coordinate education needs and services with a Child's Referral Worker, the Child's Caseworker, and the Service Plan while a Child is in care. This shall include, but need not be limited to:
 - i. Handling and transferring of educational records to which the Contractor has access;
 - ii. Addressing special education recommendations;
 - iii. Providing school supplies;
 - iv. Collaborating with the Referral Worker to keep a Child in their school of origin unless not in the best interest of the Child; and
 - v. Arranging relevant academic testing needed for services.
- b) Coordinate and/or provide transportation each school day to each Child to enable attendance the Child's school of origin or when a school other than the school of origin is identified in the Case Permanency Plan unless any of the following conditions exist:
 - i. The school of origin or other school identified in the Case Permanency Plan is more than 45 miles from facility; and
 - ii. It is not in the Child's academic, emotional, or social best interest to travel to the school of origin or their school identified in the Case Permanency Plan. For example, if a Child has special needs or diagnoses that would limit travel.

- c) Record mileage related to a Child's transportation to and from his/her school of origin utilizing the form provided by the Agency and submit to the Agency on a separate Invoice.
- d) Monitor and address educational progress and needs.
- e) Provide access to supplemental educational support such as tutoring and school-based conferences as needed.
- f) Explore alternatives to learning such as online courses and other options that might be available. The Contractor may use on-line curriculums and reporting to ensure school progress.

1.3.4.9 Physical Health

Children may or may not have received needed health and medical services prior to entry into FGCS. In order to follow the Agency's goal of providing for a Child's well-being, the Contractor shall ensure the Child's receives necessary medical services. The Contractor shall:

- a) Arrange for Children to receive necessary medical and dental care.
- b) Include appropriate and sufficient services and supports in the Child's Service Plan to meet the individual needs of a Child, improve the Child's well-being, and achieve desired outcomes.
- c) At intake gather standard health information, including the Child's last physical exam, primary care physician information, current medications, allergies, and vision and dental information.
- d) At intake schedule the following exams for each Child:
 - i. A medical exam scheduled within one week if a Child's last appointment was more than one year ago or if the date of the last appointment cannot be determined;
 - ii. A dental appointment scheduled within two weeks if a Child's last appointment was more than six months ago or the date of the last appointment cannot be determined;
 - iii. A vision exam scheduled within the first month if a vision exam is not completed with the physical exam; and
 - iv. If the Contractor is having difficulty attaining required authorizations from a Child's Family for medical, dental, or vision care, the Contractor shall contact the Referring Worker immediately.
- e) Arrange for 24-hour emergency medical and dental health care.
- f) Coordinate appropriate medical care appointments, treatment needs, and medication management for each Child.
- g) Communicate emerging and relevant medical issues to the Referring Worker.
- h) Coordinate (or develop and provide) sexual health services that cover safe sex practices, pregnancy prevention, health-related issues, peer pressure, sexually-transmitted diseases, and healthy relationships.

1.3.4.10 Mental and Behavioral Health and Clinical Supports

Addressing Children's mental and behavioral health needs is a key component of meeting safety and well-being goals. If a Child has been receiving mental and behavioral health services prior to FGCS admission, it is important to ensure continuity of care. Additionally, mental and behavioral health services may need to continue during Reintegration or Transition. The Contractor shall:

- a) Develop a working relationship with or employ a Clinically-trained Staff person to direct the mental and behavioral health components of the Child's Service Plan and work directly with each Child, the Child's Family, and the community.
- b) Coordinate or provide mental, behavioral, and Clinical supports and arrange for required mental and behavioral health appointments, coordinating any necessary consent with the Referring Worker.
- c) Assess and communicate concerns pertaining to mental and behavioral health to the Referring Worker.
- d) Provide relevant medical history to mental and behavioral health providers and ensure new information is shared with the Caseworker and maintained in the Contractor's file for the Child. New information shall also be shared with the Referring Worker.

- e) Follow any treatment instructions developed by the Child's mental and/or behavioral health providers.
- f) Educate Children and parents and/or guardians about any mental or behavioral health treatment instructions developed by the Child's providers including how the Child will be monitored and how medication will be managed.
- g) Be aware of mental health needs and ensure mental health assessments are properly referred to an appropriate practitioner, if needed. This includes gathering information at intake as it relates to medication type and dosage.
- h) Coordinate treatment with a Child's Integrated Health Home.
- i) Coordinate at intake with the Referring Worker regarding the need for substance abuse evaluation and coordinate with a substance abuse professional and the Family.
- j) Assure mental health and/or substance abuse evaluations are completed as needed.
- k) If behaviors emerge indicating a need for substance abuse evaluation, coordinate with a substance abuse professional.
- l) Actively engage in medication management, beyond simply ensuring proper administration of medications. Activities shall include, but not be limited to:
 - i. Developing an awareness of effects of medications given to a Child;
 - ii. Identifying and reporting of side effects; and
- m) Incorporate mental and behavioral health needs into a Child's Reintegration Planning and prior to discharge collaborate with the Child's Referral Worker to arrange for a Child to continue to receive mental and behavioral health services in the community.

1.3.4.11 Training

The Contractor shall provide all staff with appropriate and comprehensive training to deliver the services for which the individual is responsible and in a manner that teaches staff to promote the safety, Permanency, and well-being for each Child. The Contractor shall:

- a) Develop a training plan and submit to the Agency for review and approval within 30 days after the contract start date.
- b) Incorporate any changes to the training plan requested by the Agency and submit a final training plan to the Agency within 30 days of the Agency's completed review.
- c) Execute, adhere to, and provide training set forth in the Agency-approved training plan.
- d) Receive prior approval from the Agency for any changes to the training plan.
- e) Provide the training described in the training plan for all Contractor or subcontractor staff.
- f) Provide information in the training and training plan regarding Children and Family's identified needs, including but not limited to:
 - i. The Guiding Principles, Family-Centered Model of Practice, JCS's Model of Practice, and Child Welfare Model of Practice;
 - ii. Crisis Interventions and Stabilizations including Trauma-Informed Care, de-escalation techniques, and policies and procedures regarding Critical Incidents;
 - iii. Mandt or comparable training for appropriate physical restraints to ensure safety;
 - iv. Mental and Behavioral Health support, as appropriate to the staff person's role;
 - v. Culturally and Linguistically Appropriate Service Standards (CLASS);
 - vi. Domestic Violence prevention and support;
 - vii. Human trafficking identification, intervention, and prevention; and
 - viii. Transition Planning, including the Life Skills Assessment tool.

1.3.4.12 Contractor Reports and Data

The Contractor shall provide the Agency with data, reports, and information to determine areas of strength and areas to improve in all aspects of FGCS. Reports and data shall not only include directly quantifiable data, but will also include active, meaningful reporting regarding the quality of services provided to Children receiving FGCS. Reports shall also continually and proactively inform and improve FGCS delivery. At all times, reports and data shall be used to ensure FGCS are following the Guiding

Principles, the JCS's Model of Practice, the Family-Centered Model of Practice, and the Agency's Model of Practice as well as consistently improving and innovating the provision of service.

Reports shall be provided electronically to the Service Contract Specialist and the Contract Manager. The Contractor shall use their established internal Quality Assurance and improvement system for preparing, submitting, and validating their data and reports to the Agency.

The format and timing for all reports shall be contingent upon Agency approval. Contractor shall provide all applicable data and reports in an Agency approved format, either by inputting into an electronic database, via other electronic means, or through written reports. The Agency will provide FGCS Contractors standardized report templates prior to the implementation of Contracts.

1.3.4.12.1 Weekly Critical Incident Reports

The Contractor shall provide a weekly summary to the SAM and other Agency Designees of all Critical Incidents in an Agency approved format. This does not replace the need for immediate notification of Critical Incidents to the Referral Worker by the Contractor.

1.3.4.12.2 Data and Reports

1.3.4.12.2.1 Weekly Census Report

The Contractor shall provide a weekly census roster due to the Agency on the 1st, 8th, 15th, and 22nd of each month using the Agency-approved report format. .

1.3.4.12.2.2 Monthly Data

The Contractor shall complete the Agency approved Monthly Data template and submit the completed Monthly Data template by the Agency determined deadline each month. This template will include, but not be limited to, the following information:

- a) A roster of all Children in care, by name, date of birth, dates of admission and discharge, and if the Contractor has a Child's FACS ID number, the FACS ID number.

1.3.4.12.3 Quarterly Meetings

The Contractor shall participate in Quarterly Meetings at the Agency's request and held at Agency determined times. These meetings shall focus on, but not be limited to the Contractor's qualitative delivery of FGCS; a discussion of services, trends, collective outcomes, challenges, and successes; and milestones and deliverables during that quarter. These meetings may also include issues and examples discussed by Service Area Leadership Teams and in Local Quality Improvement Meetings.

1.3.4.12.4 Annual Agency Child Welfare Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles Report

The Contractor shall submit an annual report in an Agency approved format detailing how the Agency's Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles are being incorporated and followed in all aspects of the Contractor's services. This report shall include a detailed explanation of:

- a) How the Contractor is adhering to the Agency's Child Welfare Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles in the provision all FGCS services.
- b) Successes and challenges the Contractor has faced relating to the Agency's Child Welfare Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles.

- c) Proactive strategies and improvements the Contractor has taken relating to the Agency's Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles.
- d) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.4.12.5 Annual Innovation and Improvement Report

The Contractor shall report in an Agency approved format on work done to advance innovative ideas and achieve improvements throughout FGCS. These reports shall highlight work done by the Contractor to move toward the Agency's future goals and improve the child welfare program.

This report shall include a detailed explanation of:

- a) Proactive and innovative tactics used in the delivery of FGCS.
- b) Efforts and strategies used to improve the overall provision of FGCS.
- c) New Service Area specific techniques that address Service Area's specific needs, populations, geography, or other characteristics.
- d) Innovative methods of collaboration with other Contractors.
- e) Successes and challenges encountered in moving toward Agency's future goals, including integration with other services.
- f) Ideas on how to improve FGCS in the coming years.
- g) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.4.12.6 Annual Staffing Report

The Contractor shall provide an annual staffing report in an Agency approved format at the end of the State fiscal year that includes at the minimum the following information:

- a) Organizational structure;
- b) Staffing ratios;
- c) Staff turnover;
- d) Full-time equivalents;
- e) Salaries and benefits; and
- f) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.4.13 Financial Management

The Contractor shall adhere to the following guidelines regarding their financial responsibilities as a provider:

- a) Maintain accurate, current, and complete records of financial activity that sufficiently and properly document and calculate all charges billed to the Agency.
- b) Not charge the Agency more than the Contractor receives for the same services provided to non-Agency entities.
- c) Not exceed 15% of the total contract amount for each service for spending on Administrative Costs, for both the Contractor and all their subcontractors.
- d) All Contractor Invoices shall document financial information in an Agency-approved manner so that the Agency obtains information necessary to report such costs to federal programs.
- e) Complete and submit a Uniform Combined Cost Report to the Service Contract Specialist within 90 days after the end of the Contractor's fiscal year. The Contractor shall conduct and submit a quarterly time study as part of the Uniform Combined Cost Report. Congregate care providers must complete the time studies on one school day and one non-school day each quarter of the fiscal year. Non-congregate care providers can opt to complete the time studies on two weekdays each quarter of the fiscal year.

1.3.4.14 Staffing

The Contractor shall meet all staff qualifications as defined in Iowa Administrative Code chapter 114. In addition, the Contractor shall meet the following criteria and requirements related to staffing:

- a) Employ staff that have a strong desire to participate in the program, support, encourage and help Children, and meet Agency goals.
- b) Trained staff in, and reinforce at all times, the Agency's Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles.
- c) Take all steps necessary to ensure implementation of the One Caseworker Model.
- d) Ensure each staff member serving the Caseworker role shall serve no more than fifteen (15) Children at one time and shall have limited other duties.
- e) Have staff fully dedicated to the contract, including full time supervisors, Caseworkers, and other staff as needed.
- f) Implement policies to encourage staff retention.
- g) Train staff to develop Cultural Competency skills.
- h) Provide Clinical supervisory support.

1.3.4.14.1 Program Director

The Contractor shall maintain a Program Director dedicated to the administration of this Contract, including problem solving, resolving staff issues, and all other Agency required and requested concerns. The Program Director shall be the point of contact for the Agency as related to items pertaining to contracted duties and daily operations.

1.3.4.14.2 Supervisors

The Contractor shall employ Supervisors who oversee the work of Caseworkers and Trainers as well as coordinate FGCS activities. The Casework Supervisor shall have either a master's degree in social work with one year of supervised experience after the master's degree or a master's degree in psychology or counseling with two years of experience beyond the master's degree, one of which was under supervision.

1.3.4.14.3 Caseworkers

The Contractor shall employ Caseworkers to become the one Caseworker for Children and their families, acting as the single point of contact for FGCS services for their assigned Children.

- a) Per 441 Iowa Admin Code §114.8(1), Caseworkers shall have a bachelor of arts or bachelor of science in social work, psychology, or a related behavioral science plus two years of supervised experience; or a bachelor's degree in social work with one year of supervised experience; or six years of supervised child welfare experiences in residential care or a combination of advanced education in the behavioral sciences and experience equal to six years.
- b) Caseworkers shall serve no more than fifteen (15) Children at one time and shall have limited other duties.

1.3.4.14.4 Education Specialist

When a Child is in FGCS shelter care, the Contractor shall provide a staff person, who may also be employed as a Caseworker or Supervisor, to act as an Education Specialist responsible for coordinating educational needs with a Child's Caseworker, Area Education Agencies, and Local Education Agencies to support education activities including but not limited to:

- a) School records;
- b) Special education and other education or school behavior plans;
- c) Transportation to and from school;
- d) Acquisition of school supplies for Children;
- e) Retention in Children's school of origin unless not in best interest of a Child;
- f) Arrangement of relevant academic testing;
- g) College and career planning;
- h) Completion of high school diploma or High-School Equivalency; and
- i) Completion of transcripts and needed core classes.

1.3.4.15 Payment Methodology

Contractors will be contracted for a specified number of Guaranteed Payment Beds determined by the Agency. For these Guaranteed Payment Beds the Contractor will receive guaranteed payments per bed as described in this section. The Contractor may also have a number of additional beds for situations in which the Guaranteed Payment Beds are fully occupied. These beds will be paid per diem, only when occupied, at the same rate as Guaranteed Payment Beds. The Agency may contract for additional capacity that may be used.

Payments for FGCS Guaranteed Beds are dependent on the bed license and will be made on per diem fixed rates determined by the Agency. The fixed rates will be paid based on the total number of Guaranteed Beds under Contract, regardless of whether they are occupied. The per diem fixed rates for Guaranteed Payment Beds are as follows:

- Community (D1): \$87.60 per day per bed (regardless of whether it is occupied).
- Comprehensive (D2): \$119.09 per day per bed (regardless of whether it is occupied).
- Enhanced (D3): \$131.09 per day per bed (regardless of whether it is occupied).

Contractors shall submit monthly Invoices reflecting actual utilization of FGCS beds. The Agency will pay the Contractor on a monthly basis. Monthly payments will be made based only on actual bed day utilization. Note that no payments will be made for the day in which a Child is discharged from the bed.

Payment for the Guaranteed Payment Beds included in the Contract will be reconciled at the end of each quarter. At the end of each quarter, if the total actual bed days utilized is less than the total Guaranteed Bed days for that quarter (# of Guaranteed Beds X # of calendar days in the quarter), the Contractor shall submit an approved, completed Invoice to the Service Contract Specialist for the number of Guaranteed Bed days that were unused during that quarter. The Service Contract Specialist will verify the totals submitted and approve final payment.

Payment will be contingent on the Agency's timely receipt of service reports detailing expenses, services provided, and the number of Children served.

At the end of each performance measurement quarter, the Agency will review the Contractor's reports and documentation. If the Contractor's report documents and the Agency's data show compliance with applicable performance measures as set forth in Section 1.3.4.16, the Agency will pay the Contractor a performance incentive.

All Contractor Invoices shall document financial information in an Agency-approved manner so that the Agency obtains information necessary to report such costs to federal programs.

1.3.4.16 FGCS Performance Measures

Performance measures and targets are included as a part of this Contract and used to assess performance by the Contractor. The performance measures are designed to help further align Contractor incentives with better outcomes for Children. By meeting or exceeding the performance measures, the Contractor will show their commitment to improving FGCS services and outcomes.

The performance measures and targets included are the performance expectations and shall be measured, earned, and paid separately by Service Area. Up to an additional 10% of the Contractor's invoice amount for a given measurement period for each Service Area may be earned as a performance incentive payment for meeting or exceeding performance measures in each Service Area.

Contractors shall submit Invoices for performance incentive payments after review and approval by the Agency Contract Manager or Service Contract Specialist.

Determination of whether a Contractor has met a performance measure will be made at the sole discretion of the Agency. The Agency may re-evaluate performance measures at the end of the initial two-year contract period.

The following performance measures determine eligibility for performance incentive payments. Note that the Gold and Silver Standards are mutually exclusive and both Gold and Silver Standards cannot be earned for the same performance measure during the same measurement period. Performance measures shall be measured, earned, and paid separately by Service Area.

1.3.4.16.1 Performance Measure 1 – Length of Stay

In alignment with the Agency's Permanency goals, the Contractor shall be supporting a Child to develop the skills necessary to return home or a lower level of care. Accordingly, discharge from FGCS will be monitored, and Contractor may earn additional payment based upon discharge metrics.

Gold Standard (payment of an additional 2.5% of the measurement quarter's invoiced amount) – Greater than or equal to 95% of Children entering FGCS in the measurement quarter will be discharged within 180 days of entering FGCS.

Silver Standard (payment of an additional 1.5% of the measurement quarter's invoiced amount) – Greater than or equal to 90% but less than 95% of Children entering FGCS in the measurement quarter will be discharged within 180 days of entering FGCS.

1.3.4.16.2 Performance Measure 2 – Return to Group Care for CINA Youth

In alignment with the Agency's Permanency goals, the Contractor shall work to help a Child return home or to a lower level of care. The best outcomes for most Children will include a future where they do not return to FGCS after discharge. Accordingly, discharge from and return to FGCS will be monitored, and the Contractor may earn additional payment based on low levels of return to FGCS among CINA Youth. The Agency will be responsible for determining who is re-admitted to FGCS.

Gold Standard (payment of an additional 2.5% of the measurement quarter's invoiced amount) – Greater than or equal to 93% of CINA Children discharged from FGCS in the measurement quarter will not return to FGCS within 365 days.

Silver Standard (payment of an additional 1.5% of the measurement quarter's invoiced amount) – Greater than or equal to 90% but less than 93% of CINA Children discharged from FGCS in the measurement quarter will not return to FGCS within 365 days.

1.3.4.16.3 Performance Measure 3 – Recidivism of Children Adjudicated for Delinquent Acts

The best outcomes for Children adjudicated for having committed a Delinquent act will include a future where they are not charged with a crime after discharge from FGCS. Accordingly, discharge from FGCS and criminal activity will be monitored, and the Contractor may earn additional payment based on low levels of Recidivism amongst former FGCS Children adjudicated as Delinquent.

Gold Standard (payment of an additional 2.5% of the measurement quarter's invoiced amount) – Greater than or equal to 75% of Children adjudicated for having committed a Delinquent act who are discharged from FGCS in the measurement quarter will not be charged with a simple misdemeanor or higher charge within 365 days of discharge.

Silver Standard (payment of an additional 1.5% of the measurement quarter's invoiced amount) – Greater than or equal to 60% but less than 75% of Children adjudicated for having committed a Delinquent act who are discharged from FGCS in the measurement quarter will not be charged with a simple misdemeanor or higher charge within 365 days of discharge.

1.3.4.16.4 Performance Measure 4 – Discharge to a Family-Like Setting

In alignment with the Agency's Permanency goals and Family-Centered Model of Practice, the Contractor shall help a Child develop the skills necessary to return to a Family-Like Setting. Accordingly, discharge from FGCS will be monitored, and Contractor may earn additional payment based upon discharge metrics.

Gold Standard (payment of an additional 2.5% of the measurement quarter's invoiced amount) – Greater than or equal to 75% of Children discharged from FGCS in the measurement quarter will be discharged to a Family-Like Setting.

Silver Standard (payment of an additional 1.5% of the measurement quarter's invoiced amount) – Greater than or equal to 70% but less than 75% of Children discharged from FGCS in the measurement quarter will be discharged to a Family-Like Setting.

1.3.5 Supervised Apartment Living Scope of Work

The Contractor shall provide Supervised Apartment Living (SAL) services as follows.

1.3.5.1 SAL Overview

SAL Foster Care is the least restrictive Placement in the Child welfare service array. SAL should not be considered for a Child who can live successfully in a Family home. SAL is designed for Children who have the capacity and desire to live relatively independently in a community with less supervision than is provided in a Family Foster Care or FGCS setting and who are presently unable to live with Family. Children in the SAL program are expected to attend school, prepare their own budgets, pay their own bills, shop for their own food, prepare their own meals, do their own laundry and cleaning, and engage with the community. The goal of SAL is for a Child to move to Self-Sufficiency while developing interdependence with their community and the systems that supports the Child's completion of education, development of life skills, and preparation to move into adulthood. SAL Contractors shall guide the Child to develop skills and abilities to address responsibilities for day-to-day tasks and monitor whether this guidance has been effective or if additional needs exist. SAL Contractors shall promote a Child's participation in Aftercare services once the Child has exited SAL services. These goals are reflected in the SAL Performance Measures.

Under this Contract, SAL Contractors shall assist a Child in the development of the Child's Positive Support System. If a member of the Child's Positive Support System is willing, able, and appropriate to have the Child live with them and can assist the Child with the development of life skills, the Contractor shall with the Service Area RRTS provider to Transition the Child into a Placement with the identified member of the Child's Positive Support System. The RRTS provider would be responsible for validating the appropriateness and safety of the Placement via background checks and other required RRTS items as agreed upon with the Agency.

To be eligible for Placement in SAL cluster setting, the Child must be at least age 16 ½ years of age. To be eligible for Placement in SAL scattered-site setting, the Child must be at least 17 years of age. A Child cannot live in a scattered-site until the Child has successfully lived in a SAL Cluster site. A Child age 18 or 19 may participate in the SAL program with specific Agency approval if the Child remains eligible for Foster Care.

SAL Foster Care is one type of Foster Care Placement in which Children reside in a range of settings characterized by two general categories:

- SAL scattered setting with access to SAL Contractor staff 24 hours a day, seven days a week (e.g., an apartment unit).
- SAL cluster setting which allows up to six Children to be placed in the same building, such as apartments located in one building or private housing. Contractor staff is on-site (present and available to the Children) in the living arrangement at any time more than one Child is present in this type of setting.

SAL offers a community based living environment with the benefit of a degree of direct supervision, 24-hour support available, and Life Skills Training. Contractors shall utilize real life learning opportunities within the structured SAL community, especially in a cluster setting, in order to help the Child develop life skills needed for successful Transition to adulthood. For instance, the SAL Contractor may use mealtime as an opportunity to develop responsibility around meal preparation and to stimulate meaningful discussions to support the Child's development.

A successful SAL program ensures staff supervision and training are flexible to meet the needs and behaviors of each individual Child. The SAL Contractor is expected to work with the Child and their

Positive Support System to identify a SAL living arrangement with the approval of the living arrangement by the Referring Worker.

SAL shall be designed and implemented in such a way as to conform to the Models of Practice of the Agency and of JCS. The Agency's Child Welfare and Family-Centered Models of Practice are based on the principles and practices associated with a strength-based approach.

1.3.5.2 Program Administration

The Contractor shall provide services for each Child served in the SAL Foster Care program to meet the specific needs of the Child as follows:

1.3.5.2.1 Regulations and Policies

In providing SAL services, the Contractor shall meet the requirements of all applicable State and federal laws and regulations. Additional development of policies by the Contractor may be required. The Contractors shall:

- a) Meet the licensure and regulation requirements in 441 Iowa Admin. Code Ch. 108 and all applicable State and federal laws and regulations as well as all applicable certification, or approval statuses.
- b) Develop and use written policies approved by the Agency for:
 - i. Handling client appeals and grievances;
 - ii. Reporting abuse and denial of critical care of Children;
 - iii. Confidentiality; and
 - iv. Staff training.
- c) Collaboration with the Agency to develop and implement written plans for the Contractor's response to disasters and other emergency situations that are consistent with State, federal, and local guidelines.
- d) Develop an internal continuous Quality Assurance process using data analysis, process and practice modification, supervision, and other methods to ensure the quality of services provided.
- e) Collaborate with the Agency to review and make recommendations regarding implementation of Evidence-Based Practices, beginning in the first year of the Contract or at the point-in-time specified by the Agency.
- f) Participate in the annual Agency's child welfare services contractors' meeting.
- g) Utilize encrypted email for any electronic communication regarding a Child and/or a Child's family.
- h) Serve any Child referred to the Contractor from within the Contractor's contracted Service Area.
- i) Accept referrals and provide contracted services on a No Reject, No Eject basis.

1.3.5.2.2 Delivery of SAL services

Throughout the delivery of SAL services, the Contractor shall support each Child's development of necessary skills, tools, and abilities to attain Self-Sufficiency while ensuring the safety, Permanency, and well-being of the Child. The Contractor shall:

- a) Collaborate with the Agency to explore and select safe settings, where the Child is able to experience relative independence, learn life skills, and help put the Child on a successful path to adulthood.
- b) Utilize a service delivery approach that conforms to the expectations of the Models of Practice of the Agency and Juvenile Court Services, the Federal Child and Family Services Review, the Family Team Decision-Making Meeting Standards and Youth Transition Decision-Making Meeting Standards.
- c) Visit each Child's SAL Placement prior to the Child moving in and on a weekly basis to confirm there is no reasonable cause for believing that the Child's mode of living or

living situation presents unacceptable risks to the Child's health or safety and that the living arrangement has been approved by the Referring Worker and meets the following minimum standards:

- i. Complies with applicable State and local zoning, fire, sanitary, and safety regulations;
 - ii. Provides reasonably convenient access to schools, places of employment, community resources, and services and supports required by the Child; and
 - iii. Is reasonably priced to fit within the Child's budget.
- d) Provide ongoing supervision of the Child including, but not limited to:
- i. Guidance, oversight, and behavior monitoring to ensure that the Child's living arrangement is maintained in a safe condition.
 - ii. Ensuring the following:
 - 1) The Child has immediate access to their living arrangement 24/7;
 - 2) The Child has access to a functioning telephone;
 - 3) There is an operating smoke alarm on each level of occupancy;
 - 4) The Child receives necessary health care;
 - 5) The Child receives appropriate and sufficient services and supports that meet individual needs; and
 - 6) The Child is complying with Service Plan requirements.
- e) Meet the following requirements for SAL cluster settings:
- i. Ensure a Child in the SAL Foster Care program's cluster setting is at least 16 1/2 years of age.
 - ii. Ensure staff is on-site, present, and available to Children at any time when more than one Child is present in this type of setting. A SAL cluster setting is defined as up to six Children supervised by the Contractor who are placed in the same building such as apartments located in one building or private housing.
 - iii. Utilize real life learning opportunities within the structured community in order to help the youth develop life skills needed for successful Transition to adulthood.
 - iv. Assist each Child in a cluster site to develop a budget based upon Child's monthly SAL Stipend from the Agency. The Contractor shall not spend any of the Child's stipend nor require the Child to use the SAL Stipend to pay the Contractor for any living expenses. The Contractor shall:
 - 1) Assist the Child to open a savings account in the Child's name that is only accessible with a signature from both the Child and the Contractor's staff designee.
 - 2) Receive the monthly SAL Stipend on the Child's behalf and develop a budget with the Child based upon the Agency's budget form.
 - 3) Provide assistance to the Child to help make monthly deposits into the Child's savings account. The amount to be deposited, from the Child's monthly budget, will be specified by the Agency's budget form.
 - 4) Give the Child the remaining SAL Stipend not placed in savings for the Child's personal use.
 - 5) Reconcile and update the budget monthly with each Child.
 - 6) Maintain monthly documentation regarding the Child's budget and make the documentation available to the Agency upon request.
 - 7) Assist the Child to gain full access to the Child's savings account when the Child exits SAL.
- f) Meet the following requirements for SAL scattered-site settings:
- i. Ensure a Child in the SAL Foster Care program's scattered-site setting is at least 17 years of age.

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- ii. Ensure a Child that has lived successfully in a SAL cluster site until it has been determined by the Agency or JCS the Child has the ability to live in a more independent setting.
- iii. Provide Children in a SAL scattered-site setting with access to Contractor staff 24 hours a day, seven (7) days a week.
- iv. Assist the Child in locating a living arrangement as outlined in the SAL Required Services definition and the Child's Service Plan.
- v. Participate with the Referring Worker, the Child, and the Child's Positive Support System in making a team decision when it is appropriate and/or necessary based on the Child's needs and behaviors, to move a Child from a SAL cluster setting to an SAL scattered-site setting and vice versa.
- vi. Assist each Child to complete a budget. The Contractor shall not spend any of the Child's SAL Stipend. The Contractor shall:
 - 1) Ensure that each Child served in the SAL Foster Care program receives their monthly SAL Stipend payment and, if needed, their SAL Start-Up Allowance.
 - 2) Based upon the Child's budget, work with the Child to ensure payment of bills (e.g., rent, utilities) and for needed items such as food and transportation costs as needed.
- g) Utilize service approaches that are culturally and linguistically competent. Each Child engaged in care shall be provided services that address any special language needs, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural, and linguistic strengths. This shall be measured utilizing the Culturally and Linguistically Appropriate Service Standards adopted by the Agency (Attachment I).
- h) Provide for the Child's participation in other necessary programs and services to ensure the Child's overall needs are met. Such programs or services include, but are not limited to, the following:
 - i. Various medical services;
 - ii. Outpatient mental health or substance abuse treatment;
 - iii. Behavioral Health Intervention Services (BHIS);
 - iv. Educational or vocational services;
 - v. Other community-based services; and
 - vi. Food assistance, if applicable.
- i) Utilize the Agency's assessment tool (to be identified at a later date) to assess the well-being of each Child and ensure the results are loaded into the assessment tool's online portal. The assessment will be administered by the Contractor at the intervals determined by the Agency, and assessments will begin on a date agreed upon by the Contractor and Agency. Contractor staff will participate in any required training to learn about the administration of the assessment tool.
- j) Design SAL programs with varying levels of structure that can be applied as a Child's need for supervision decreases (demonstrated, for example, by a Child's increased level of responsibility and self-sufficiency). The programming design as well as the setting, to the extent feasible, should change as a result, focusing on the Child acquiring and building life skills that allow the Child better access to the community.

1.3.5.2.3 Service Documentation and Individual Service Plan

Contractors shall maintain a system of individual service documentation and files/records for each Child referred and maintain these notes and files/records in an organized and confidential fashion. Specifically, the Contractor shall:

- a) Develop an individualized Service Plan that is based on each Child's unique needs and contains goals and objectives with projected dates of accomplishment. Specifically, the Contractor shall:

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- i. Develop a Service Plan utilizing the Agency's approved Service Plan form for each Child in the timeframe required by Agency.
 - ii. Complete a Service Planning Conference for each Child within five (5) Business Days of a Child's admission and utilize the information gathered at this conference to develop the individualized Service Plan.
 - iii. Make sure the Caseworker is an active participant in the development and directing of the Service Plan.
 - iv. Develop the Service Plan with input from the Child, the Referring Worker, and Child's Family, unless a reason for noninvolvement is documented in the case record.
 - v. Include in the Service Plan information from other plans that affect the Child's care including but not limited to other child welfare services, Juvenile justice involvement, or Behavioral Health and Intervention Services (BHIS).
 - vi. Submit the completed Service Plan to the Referring Worker in the timeframe required by the Agency.
 - vii. Provide a copy of the completed Service Plan to the Child's parents or guardians, in the timeframe required by the Agency.
 - viii. Update the Service Plan whenever a new Case Permanency Plan/Juvenile Court Services Plan is received for the Child, as needed to address the changing needs of a Child, and/or at a minimum of every six (6) months.
- b) Complete a quarterly progress report for each Child using the Agency's approved quarterly progress report form and send to the Referring Worker in the timeframe required by Agency.
 - c) Complete a discharge summary utilizing the Agency's approved discharge summary report form for each Child in the timeframe required by Agency.
 - d) Make sure supporting documentation for service provision and service billing is detailed, describe service provided, and clearly connect to the Service Plan goals and objectives.

1.3.5.3 One Caseworker Model

The Contractor shall provide one Caseworker for each Child and Child's Positive Support System while the Child is in SAL. This person shall be the day-to-day liaison for the Child and the Child's Family to seek answers to questions and express concerns. The person assigned to each Child and Child's Family shall be the chief point of contact for the Referring Worker. Other individuals delivering services will interact with the Child and Family, however the Contractor shall ensure these services are coordinated through the Child's Caseworker. Each Child's Caseworker shall help identify life skill needs and help the Child to receive the necessary training to gain identified life skills. The Caseworker is the key person in the coordination of service to assist the Child in gaining Self-Sufficiency and preparing for adulthood. Any major information, ranging from transfer of service to Clinical results, shall be communicated to the Child and Family through the Caseworker. The Caseworker shall be assigned before and be present at the Service Planning Conference. The name and contact information for this individual shall be documented in the Child's Service Plan and provided to the Referring Worker.

1.3.5.4 Individual Child Development and Life Skills

The Contractor shall provide services to assist Child development and life skills learning. This process begins with accurate and timely assessment of the Child upon entry to SAL. Child development and life skills are crucial components of a Child's ability to attain Self-Sufficiency and function as an adult in the community after exit from SAL. The attainment of life skills shall be a point of emphasis in the Contractor's delivery of services.

When a Child enters SAL services, the Contractor shall review the life skills section of the Child's Case Permanency Plan and the Agency's Pre-Placement Screening for SAL Foster Care form for each Child

referred to the program to determine if the Contractor's program can meet the needs of the Child. The Contractor shall:

- a) Utilize the Agency approved formal Casey Life Skills Assessment with every Child to determine the Child's needs and basis for treatment approach and to measure a Child's strengths and needs regarding development of life skills necessary for successful Reintegration or Transition to Self-Sufficiency. The results of the Casey Life Skills Assessment shall be logged uniformly, as specified by the Agency, and shall be uploaded into the Casey Life Skills portal or sent to the Referring Worker so that the Agency may view the results for each Child. The results of the Casey Life Skills Assessment shall be provided to the Child.
- b) Assess each Child using a formal Casey Life Skills Assessment at entrance to and exit from the program.
- c) Make certain the Child's Caseworker is facilitating the completion of assessments and individual plans, working with the Referring Worker, and facilitating the Child's connections with their Positive Support System.
- d) Engage each Child, the Family members of the Child, and the Child's Positive Support System to assist in developing goals and action steps for acquiring and building upon life skills based on formal and informal assessment results.
- e) Ensure Children will be active participants in identifying other skills, plans, and community connections not captured in the Casey Life Skills Assessment.
- f) Support the creation of a Child-driven, effective life skills component of the Service Plan to help each Child develop skills identified through assessment.
- g) Utilize a life skills training curriculum for each Child served and demonstrate effective practices used in their administration of the Child's plan. The Agency shall reserve the right to approve the curriculum provided by the Contractor.
- h) Continually assist the Child in achieving life skills including, but not limited to, budgeting, job searching and interviews, completion of a rental agreement, chores and household duties, and educational or employment planning. This work also includes facilitating a Child's access to important documents such as a Social Security card, birth certificate, and driver's license or permit, as appropriate.

1.3.5.5 Family and Community Connections

The Contractor shall assist the Child in developing and maintaining relationships with the Child's Family and community. Throughout the provision of care, the Contractor shall actively ensure that the Child stays connected to the Child's kin, culture, and community as documented in the Child's Case Permanency Plan/Juvenile Court Services Plan. Community connections are essential to the Child's success while living in a SAL setting and as the Child moves towards Self-Sufficiency and adulthood.

The Contractor shall:

- a) Follow the Standards of Family Interaction (see Attachment K) when a Child has a Family Interaction Plan.
- b) Facilitate meaningful contact between the Child and the Child's family and/or Positive Support System daily (via phone, Internet video, or a comparable means).
- c) Facilitate a minimum of weekly face-to-face contact between the Child and the Child's family or other individuals in the Child's Positive Support System unless limited by JCS, Court order, or the Agency. If a Child's parents live more than fifty (50) miles from the Child's Placement, video conferencing may be used as a substitute for two (2) of the approximate four (4) monthly face-to-face visits.
- d) Facilitate monthly face-to-face contact and interactions with siblings unless limited by JCS, Court order, or the Agency.
 - i. If siblings live more than fifty (50) miles from the Child's Placement, video conferencing may be substituted for face-to-face visits. However, the Child's Service Plan must articulate how the Contractor will strive to facilitate face-to-face visits.

- ii. If a Child's sibling(s) is also in a child welfare Placement, the Contractor shall work with the sibling's Placement Contractor to facilitate monthly visits, or if the sibling's Placement location is more than fifty (50) miles away, the Contractor shall facilitate monthly video conferencing.
- e) Ensure Child engagement within the community on a regular basis including, but not limited to, school attendance, employment (if appropriate), and participation in Organized Community Activities.
- f) Include a Positive Support System engagement section in the Service Plan.
- g) Support each Child's engagement with the Child's Positive Support System and assist the Child to maintain or secure connections with the Child's Family members and/or other persons important in the Child's life. If the Child lacks a Positive Support System, the Contractor shall work with the Child and Referring Worker to create a Positive Support System by various means, including review of persons that could be or are engaged in the Child's life.
- h) Assist the Child with Family Finding Efforts, and assist the Child in identifying and locating Family members and/or other Positive Support Persons with whom the Child may live.
- i) If the Child identifies a member of the Child's Positive Support System with whom they would like to live and the member of the Child's Positive Support System is willing, work with the RRTS contractor to assist the Child to live with the identified person.

1.3.5.6 Crisis Intervention and Stabilization

Contractors shall have a global Crisis Intervention and Stabilization Plan, and an individualized plan for Crisis Intervention and Stabilization incorporated into each Child's Service Plan. The Contractor shall accept referrals and provided contracted services on a No Reject, No Eject basis. The Contractor shall serve any Child the Agency or JCS refers to the Contractor from within the Contractor's contracted Service Area. The Contractor shall:

- a) Follow the Agency's procedure to submit notification of all Critical Incidents to the Agency.
- b) Notify the Child's parent(s) or guardian and Referral Worker immediately of any serious illness, incident involving serious bodily injury, or circumstances causing removal of the Child from the facility. In the event of the death of a child, a Contractor shall immediately notify the Child's parent(s) or guardian, the Referral Worker, the appropriate state authority, and the physician (if applicable).
- c) Develop, implement, and follow a Contractor-specific Crisis Intervention and Stabilization Plan to identify and respond to Critical Incidents, mitigate trauma, and address staff training that will develop staff competencies to implement this plan. The Contractor shall:
 - i. Train staff in Trauma-Informed Care, behavior management, and de-escalation techniques as a means to reduce and address situations that may lead to Critical Incidents;
 - ii. Cultivate a culture that includes de-escalation training, expectations, procedures, and policies that are appropriate for the needs of Child placed in shelter; and
 - iii. Submit this plan to the Service Contract Specialist and the Agency's program manager by July 31st annually for approval and amend the plan as requested by the Agency.
- d) Include Child-specific Crisis Intervention and Stabilization planning as a component of each Child's Service Plan. The crisis components of the Service Plan shall:
 - i. Be individualized to the Child's unique needs and reflect the elements of the Agency-approved Contractor Crisis Intervention and Stabilization Plan; and
 - ii. Consider appropriate staffing patterns and competencies, Child trauma, treatment needs, and other elements needed to appropriately de-escalate and manage a Child's behavior.

1.3.5.7 Transition Planning

The Contractor shall initiate Transition Planning when a Child enters SAL and incorporate a Transition Planning in the Child's Service Plan to ensure successful Transition to adulthood. When a Child prepares to Transition out of SAL and/or does Transition out of SAL, the Contractor shall:

- a) Plan for Clinical and/or other support staff to be in place prior to the Child's exit from the program so as to ensure continuity of Clinical and support services as the Child exits.
- b) Make referrals to help meet a Child's needs after Transition for various support services. These referrals may include, but are not limited to:
 - i. AmeriCorps or other career and education programs;
 - ii. Aftercare;
 - iii. Healthcare services;
 - iv. Disability supports; and
 - v. Other government and private services.
- c) Help a Child Transitioning out of SAL to secure all appropriate records such as, but not limited to, birth certificates, Social Security cards, and education records.
- d) Plan for transportation for each Child upon Transition including resources such as vehicles, gas card, and other relevant important resources to facilitate transportation to/for Family visits, treatment services, jobs, and school. The Contractor shall ensure that transportation is not a barrier that prevents Child and Family engagement, treatment services, jobs, or school.
- e) Incorporate Transition Planning into the Service Plan at the time of the Service Planning Conference.

1.3.5.8 Education & Career Planning

Completion of education and planning for post-secondary education or vocation is essential to a Child's success at the time of Transition into adulthood. In addition to life skill development, education and career planning/attainment are areas requiring significant attention from the Contractor. The Contractor shall place great emphasis on school attendance and ensure the Child is attending school and attaining a high school diploma or working toward a high school equivalency diploma. The Contractor shall:

- a) Provide an Education Specialist who is responsible for coordinating educational needs with a Child's Caseworker to support education activities including, but not limited to:
 - i. School records;
 - ii. Special education recommendations;
 - iii. Needed transportation;
 - iv. School supplies needed;
 - v. Arrange relevant academic testing;
 - vi. Ensure transcripts are complete and needed core courses are taken;
 - vii. Coach and ensure eligible Children to complete ACT, SAT, and secondary education planning; and
 - viii. Assist a Child with college planning if the Child desires to attend college. This may include assistance scheduling campus visits, completing college applications, and assistance with financial aid and scholarship applications.
- b) Develop an education and career planning component of the Child's Service Plan.
- c) Arrange for and ensure each school-aged Child attends an educational or vocational program in accordance with all applicable State, federal, and local laws.
- d) Confirm that the Child attends post-secondary education on a full-time basis (based upon the educational institution's definition of full-time) if the Child has obtained their high school diploma or high-school equivalency, and they choose to pursue post-secondary education rather than employment.
- e) Confirm that the Child is employed at least an average of 80 hours per month or participating in a work training program leading to said employment, if a Child is no longer attending school.
- f) Permit a Child to work part-time, as long as the Child is able to do so without compromising the Child's education.
- g) Prevent a Child that is attending school from having to work in order to meet their maintenance needs based upon the Child's budget, services, and supports.
- h) Monitor and address educational progress and needs.

- i) Provide access to supplemental educational support such as tutoring and school-based conferences as needed.
- j) Explore alternatives to learning, like online courses and other options that might be available. The Contractor may use on-line curriculums and reporting to ensure school progress.
- k) Assist in facilitating transportation as necessary to attend school, secure and maintain employment, or to participate in other activities.
- l) Coordinate and/or provide transportation each school day to each Child to enable attendance at their school of origin (which is the school they attended prior to the Placement) unless the following conditions exist:
 - i. School is more than 45 miles from facility; and
 - ii. School is not in the Child's academic, emotional, or social best interest. For example, if a Child has special needs or diagnoses that would limit travel.
- m) Record mileage related to a Child's transportation to and from his/her school of origin utilizing the form provided by the Agency and submit to the Agency on a separate Invoice.

1.3.5.9 Physical Health

Children may or may not have received needed health and medical services prior to entry into SAL. In order to follow the Agency's goal of providing for a Child's well-being, the Contractor is responsible for ensuring the Child receives necessary medical services. The Contractor shall also teach the Child to begin assuming responsibility for managing their own physical health so that at Transition the Child is able to schedule and attend medical appointments and manage any prescribed medications. The Contractor shall:

- a) Arrange for the Child to receive necessary medical, dental, and vision care.
- b) Confirm that the current Service Plan provides for appropriate and sufficient services and supports to meet the individual needs of a Child.
- c) At intake, gather standard health information, including the Child's last physical exam, primary care physician information, current medications, allergies, and vision and dental information.
- d) At intake schedule the following exams for each Child:
 - i. A medical exam scheduled within one week if a Child's last appointment was more than one year ago or if the date of the last appointment cannot be determined;
 - ii. A dental appointment scheduled within two weeks if a Child's last appointment was more than six months ago or the date of the last appointment cannot be determined;
 - iii. A vision exam scheduled within the first month if a vision exam is not scheduled with the physical exam; and
 - iv. If the Contractor is having difficulty attaining required authorizations from a Child's Family for medical, dental, or vision care, the Contractor shall contact the Referring Worker immediately.
- e) Arrange for 24-hour emergency medical and dental health care.
- f) Coordinate appropriate medical care appointments, treatment needs, and medication management for all Children.
- g) Communicate emerging and relevant medical issues to the Referring Worker.
- h) Coordinate (or develop and provide) sexual health services that cover safe sex practices, pregnancy prevention, health-related issues, peer pressure, sexually-transmitted diseases, and healthy relationships.

1.3.5.10 Mental and Behavioral Health and Clinical Supports

Each Child's mental and behavioral health needs are a key component of a Child's safety and well-being goals. As Self-Sufficiency is key for each Child in SAL, the Contractor shall assist the Child in gaining the skills necessary to manage the Child's mental health needs including how to schedule and attend mental health appointments and how to manage mental health medications. The Contractor shall:

- a) Coordinate or provide mental, behavioral, and Clinical supports and arrange for required mental and behavioral health appointments, including coordinating for any necessary consent with the Agency or JCS as needed.

- b) Assess and communicate concerns pertaining to mental and behavioral health to the Referring Worker.
- c) Follow any treatment instructions developed by the Child's mental and/or behavioral health providers.
- d) Incorporate and educate Children and parents and/or guardians about any mental or behavioral health treatment instructions developed by the Child's providers including how the Child will be monitored and how medication will be managed.
- e) Be aware of mental health needs and ensure mental health assessments are referred to an appropriate practitioner, as needed. This includes ensuring the medical intake screening is completed as it affects dosage, medication type, and other mental health needs.
- f) Coordinate treatment with Integrated Health Homes.
- g) At intake, communicate with the Child's Referring Worker regarding the need for substance abuse evaluation and, if necessary, coordinate with a substance abuse professional and the Child's Family. Further, if behaviors emerge during the Placement indicating a need for substance abuse evaluation, coordinate with a substance abuse professional.
- h) Actively engage in medication management, beyond simply ensuring proper administration of medications. Activities shall include, but not be limited to:
 - i. Developing an awareness of effects of medications given to a Child;
 - ii. Identifying and reporting of side effects; and
- i) Teach a Child how to self-manage medication and how to identify (and report as needed) possible side effects.
- j) Provide relevant medical history to mental and behavioral health providers and ensure new information is maintained in the Contractor's file for the Child and shared with the Referring Worker.
- k) Develop training and competencies for staff to complete these mental and behavioral health duties and ensure staff have received these trainings and competencies.

1.3.5.11 Training

The Contractor shall ensure all staff receive appropriate and comprehensive training. The Contractor shall:

- a) Develop a training plan and submit to the Agency for review and approval within 30 days after the Contract's start date.
- b) Incorporate any changes requested by the Agency and submit a final training plan to the Agency within 30 days of the Agency's completed review.
- c) Execute, adhere to, and provide training set forth in the Agency-approved training plan.
- d) Receive approval from the Agency for any changes to the training plan prior to implementing the changes.
- e) Provide the training described in the training plan for all Contractor or subcontractor staff.
- f) Provide information in the training and training plan regarding Children and Family's identified needs, including but not limited to:
 - i. The Guiding Principles, Child Welfare Model of Practice, JCS's Model of Practice, and Family-Centered Model of Practice;
 - ii. Life Skills;
 - iii. Crisis Interventions and Stabilizations including Trauma-Informed Care, de-escalation techniques, and policies and procedures regarding Critical Incidents;
 - iv. Mandt or comparable training for appropriate physical restraints to ensure safety;
 - v. Mental and Behavioral Health support, as appropriate to the staff person's role;
 - vi. Culturally and Linguistically Appropriate Service Standards (CLASS);
 - vii. Domestic Violence prevention and support;
 - viii. Human trafficking identification, intervention, and prevention; and
 - ix. Transition Planning, including the Life Skills Assessment tool.

1.3.5.12 Contractor Reports and Data

The Contractor shall provide the Agency with data, reports, and information to determine areas of strength and areas to improve in all aspects of SAL. Reports and data shall not only include directly quantifiable data, but will also include active, meaningful reporting regarding the quality of services provided to Children receiving SAL services. Reports shall also continually and proactively inform and improve SAL service delivery. At all times, reports and data shall be used to ensure SAL services are following the Guiding Principles, the JCS's Model of Practice, the Family-Centered Model of Practice, and the Agency's Model of Practice as well as consistently improving and innovating the provision of service.

Reports shall be provided electronically to the Service Contract Specialist and the Contract Manager. The Contractor shall use their established internal Quality Assurance and improvement system for preparing, submitting, and validating their data and reports to the Agency.

The format and timing for all reports shall be contingent upon Agency approval. Contractor shall provide all applicable data and reports in an Agency approved format, either by inputting into an electronic database, via other electronic means, or through written reports. The Agency will provide SAL Contractors standardized report templates prior to the implementation of Contracts.

1.3.5.12.1 Weekly Critical Incident Reports

The Contractor shall provide a weekly summary to the SAM and other Agency Designees of all Critical Incidents in an Agency approved format. This does not replace the need for immediate notification of Critical Incidents to the Referring Worker by the Contractor.

1.3.5.12.2 Data and Reports

1.3.5.12.2.1 Monthly Data

The Contractor shall complete the Agency approved Monthly Data template and submit the completed Monthly Data template by the Agency determined deadline each month. This template will include, but not be limited to, the following information:

- a) A roster of all Children in care, by name, date of birth, dates of admission and discharge, and if the Contractor has the Child's FACS ID number, the FACS ID number.

1.3.5.12.3 Quarterly Meetings

The Contractor shall participate in Quarterly Meetings at the Agency's request and held at Agency determined times. These meetings shall focus on, but not be limited to the Contractor's qualitative delivery of SAL; a discussion of services, trends, collective outcomes, challenges, and successes; and milestones and deliverables during that quarter. These meetings may also include issues and examples discussed by Service Area Leadership Teams and in Local Quality Improvement Meetings.

1.3.5.12.4 Annual Agency Child Welfare Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles Report

The Contractor shall submit an annual report in an Agency approved format detailing how the Agency's Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles are being incorporated and followed in all aspects of the Contractor's services. This report shall include a detailed explanation of:

- a) How the Contractor is adhering to the Agency's Child Welfare Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles in the provision all SAL services.

- b) Successes and challenges the Contractor has faced relating to the Agency's Child Welfare Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles.
- c) Proactive strategies and improvements the Contractor has taken relating to the Agency's Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles.
- d) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.5.12.5 Annual Innovation and Improvement Report

The Contractor shall report in an Agency approved format on work done to advance innovative ideas and achieve improvements throughout SAL. These reports shall highlight work done by the Contractor to move toward the Agency's future goals and improve the child welfare program.

This report shall include a detailed explanation of:

- a) Proactive and innovative tactics used in the delivery of SAL.
- b) Efforts and strategies used to improve the overall provision of SAL.
- c) New Service Area specific techniques that address Service Area's specific needs, populations, geography, or other characteristics.
- d) Innovative methods of collaboration with other Contractors.
- e) Successes and challenges encountered in moving toward Agency's future goals, including integration with other services.
- f) Ideas on how to improve SAL in the coming years.
- g) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.5.12.6 Annual Staffing Report

The Contractor shall provide an annual staffing report in an Agency approved format at the end of the State fiscal year that includes at the minimum the following information:

- a) Organizational structure;
- b) Staffing ratios;
- c) Staff turnover;
- d) Full-time equivalents;
- e) Salaries and benefits; and
- f) Other items as determined by the Agency after joint conversations with the Contractor.

1.3.5.13 Financial Management

The Contractor shall adhere to the following guidelines regarding their financial responsibilities as a provider:

- a) Maintain accurate, current, and complete records of financial activity that sufficiently and properly document and calculate all charges billed to the Agency.
- b) Not charge the Agency more than the Contractor receives for the same services provided to non-Agency entities.
- c) Not exceed 15% of the total contract amount for each service on spending on Administrative Costs, for both the Contractor and all their subcontractors.
- d) All Contractor Invoices shall document financial information in an Agency-approved manner so that the Agency obtains information necessary to report such costs to federal programs.
- e) Complete and submit a Uniform Combined Cost Report to the Service Contract Specialist within 90 days after the end of the Contractor's fiscal year. The Contractor shall conduct and submit a quarterly time study as part of the Uniform Combined Cost Report. Congregate care providers must complete the time studies on one school day and one non-school day each quarter of the fiscal year. Non-congregate care providers can opt to complete the time studies on two weekdays each quarter of the fiscal year.

1.3.5.14 Staffing

The Contractor shall meet all staff qualifications as defined in 441 Iowa Admin. Code 441 Ch. 108. In addition, the Contractor shall meet the following criteria and requirements related to staffing:

- a) Employ staff that have a strong desire to participate in the program, support, encourage, and help Children, and meet Agency goals.
- b) Train staff in, and reinforce at all times, the Agency's Model of Practice, Family-Centered Model of Practice, JCS's Model of Practice, and Guiding Principles.
- c) Take all steps necessary to ensure implementation of the One Caseworker Model.
- d) Ensure Contractor staffing ratios are based upon geographic and population considerations.
- e) Ensure each staff member serving the Caseworker role shall serve no more than fifteen (15) Children at one time and shall have limited other duties.
- f) Have staff fully dedicated to the contract – full time supervisors, Caseworkers, and other staff.
- g) Implement policies to encourage staff retention.
- h) Train staff in the Cultural Competency skills.
- i) Provide Clinical supervisory support.

1.3.5.14.1 Program Director

The Contractor shall maintain a Program Director dedicated to the administration of this Contract, including problem solving, resolving staff issues, and all other Agency required and requested concerns. The Program Director shall be the point of contact for the Agency as related to items pertaining to contracted duties and daily operations.

1.3.5.14.2 Supervisors

The Contractor shall employ supervisors who oversee the work of Caseworkers as well as coordinate SAL services. A supervisor shall have a bachelor's degree that meets the requirements in 441 Iowa Admin Code §108.4(3). The experience shall be in the area of child welfare services.

1.3.5.14.3 Caseworkers

The Contractor shall employ Caseworkers to become the one Caseworker Children and their families, acting as the single point of contact for SAL services for their assigned Children.

- a) Caseworkers shall meet the education requirements in 441 Iowa Admin Code §108.4(3).
- b) Caseworkers shall serve no more than fifteen (15) Children at one time and shall have limited other duties.

1.3.5.14.4 Education Specialist

When a Child is in SAL, the Contractor shall provide a staff person, who may also be employed as a Caseworker or Supervisor, to act as an Education Specialist responsible for coordinating educational needs with a Child's Caseworker, Area Education Agencies, and Local Education Agencies to support education activities including, but not limited to:

- a) Special education and other education or school behavior plans;
- b) Transportation to and from school;
- c) Acquisition of school supplies for Children;
- d) Retention in Children's school of origin unless not in best interest of a Child;
- e) Arrangement of relevant academic testing;
- f) College and career planning;
- g) Completion of high school diploma or High-School Equivalency; and
- h) Completion of transcripts and needed core classes.

1.3.5.15 Payment Methodology

Contractors will be contracted for a specified number of Guaranteed Payment Beds for Cluster Sites and/or Scattered Sites determined by the Agency. Within each State fiscal year, the Agency will pay the Contractor as follows:

Cluster Sites: The Contractor shall receive a guaranteed per diem payment per Cluster Site bed determined by the Agency. The fixed rate will be paid based on the total number of Cluster Site Guaranteed Payment Beds under Contract, regardless of whether they are occupied. The per diem fixed rate for Cluster Site Guaranteed Payment Bed is \$59.38. This payment is composed of a Maintenance Payment of \$36.11 and a Service Payment of \$23.27.

Scattered Sites: The Contractor shall receive guaranteed per diem payment per Scattered Site determined by the Agency. The fixed rate will be paid based on the total number of Scattered Sites under Contract, regardless of whether they are occupied. The per diem fixed rate for Scattered Sites is \$41.64. This payment includes an \$18.37 Maintenance Payment and a \$23.27 Service Payment.

Contractors shall submit monthly Invoices reflecting actual utilization of Cluster Site beds and/or Scattered Sites. The Agency will pay the Contractor on a monthly basis. Monthly payments will be made based only on actual bed day utilization. Note that no payments will be made for the day in which a Child is discharged from the bed.

Payment for the Cluster Site Beds and Scattered Sites included in the Contract will be reconciled at the end of each quarter.

- For Cluster Sites, at the end of each quarter, if the total actual Cluster Site bed days utilized is less than the total bed days for that quarter (# of Guaranteed Beds X # of calendar days in the quarter), the Contractor shall submit an approved, completed Invoice to the Service Contract Specialist for the number of Guaranteed Bed days that were unused during that quarter.
- For Scattered Sites, at the end of each quarter, if the total actual Scattered Site days utilized is less than the total Scattered Site days for that quarter (# of Scattered Sites X # of calendar days in the quarter), the Contractor shall submit an approved, completed Invoice to the Service Contract Specialist for the number of Scattered Site days that were unused during that quarter.

The Service Contract Specialist will verify the totals submitted and approve final payment.

Payment will be contingent on the Agency's timely receipt of service reports detailing expenses, services provided, and the number of Children served. The Contractor shall submit an Invoice with the maintenance and service portions of the payments separated.

At the end of each performance measurement quarter, the Agency will review the Contractor's reports and documentation. If the Contractor's report documents show compliance with applicable performance measures as set forth in Section 1.3.5.16, the Agency will pay the Contractor's performance incentive.

All Contractor Invoices shall document financial information in an Agency-approved manner so that the Agency obtains information necessary to report such costs to federal programs.

1.3.5.16 Performance Measures

Performance measures and targets are included as a part of this Contract and used to assess performance by the Contractor. The performance measures are designed to help further align Contractor incentives with better outcomes for Children. By meeting or exceeding the performance measures, the Contractor will show their commitment to improving SAL services and outcomes.

The performance measures and targets included are the performance expectations and shall be measured, earned, and paid separately by Service Area. Up to an additional 10% of the Contractor's invoice amount for a given measurement period for each Service Area may be earned as a performance incentive payment for meeting or exceeding performance measures in each Service Area. Note that for Performance Measure 3, there is no incentive payment available.

Contractors shall submit Invoices for performance incentive payments after review and approval by the Agency Contract Manager or Service Contract Specialist.

Determination of whether a Contractor has met a performance measure will be made at the sole discretion of the Agency. The Agency may re-evaluate performance measures at the end of the initial two-year contract period.

The following performance measures determine eligibility for performance incentive payments. Note that the Gold and Silver Standards are mutually exclusive and both Gold and Silver Standards cannot be earned for the same performance measure during the same measurement period. Performance measures shall be measured, earned, and paid separately by Service Area.

1.3.5.16.1 Performance Measure 1 – Stability

In accordance with the Agency's stability and Permanency goals and recognizing the importance of a Child's completion of education and acquisition of life skills prior to aging out of child welfare programming, the Contractor shall promote Children's retention in SAL Placement. A Child shall not experience an unplanned discharge from SAL services during Placement, and the Contractor shall support a Child to remain in SAL through age 18 or older, as permitted by law and regulations, or discharges to a family or Positive Support System Placement.

Gold Standard (payment of an additional 5% of the measurement quarter's invoiced amount) - Greater than or equal to 60% of Children transitioning out of SAL in a measurement quarter are transitioning due to the upper age limit restriction of 18 years or discharging to a family or Positive Support System Placement. This will be calculated for each measurement quarter.

Silver Standard (payment of an additional 2.5% of the measurement quarter's invoiced amount) - Greater than or equal to 50% and less than 60% of Children transitioning out of SAL in a measurement quarter are transitioning due to the upper age limit restrictions of 18 years or discharging to a family or Positive Support System Placement. This will be calculated for each measurement quarter.

1.3.5.16.2 Performance Measure 2 – Aftercare Engagement

The Contractor shall continue to communicate with the Child after Transition by encouraging the Child's participation in Aftercare. When eligible, each Child is expected to participate in Aftercare and the Contractor's responsibility is to advocate for the Child's participation in Aftercare so as to promote the Child's success in early adulthood.

Gold Standard (payment of an additional 5% of the measurement quarter's invoiced amount) - Greater than or equal to 85% of Aftercare-eligible Children in the measurement quarter will have engaged in at least one month of Aftercare Services within the 6 months after the Child's date of discharge from SAL. This will be calculated for each measurement quarter.

Silver Standard (payment of an additional 2.5% of the measurement quarter's invoiced amount) - Greater than or equal to 75% but less than 85% of Aftercare-eligible Children in the measurement quarter will have engaged in at least one month of Aftercare Services within the 6 months after the Child's date of discharge from SAL. This will be calculated for each measurement quarter.

1.3.5.16.3 Performance Measure 3 – Life Skills Attainment (No Incentive Payment)

In accordance with the Agency's well-being goals, and recognizing the importance of a Child's completion of education and acquisition of life skills prior to aging out of child welfare programming, the Contractor shall promote Children's life skills attainment. The Contractor shall track Children's performance on their pre-Placement and discharge Casey Life Skills Assessments to obtain a measurement of Children's acquisition of life skills during their stay in SAL.

Gold Standard (No incentive payments) - Greater than or equal to 80% of Children discharged in the measurement quarter will have shown improvement in their Casey Life Skills Assessment from pre-Placement to discharge from SAL. This will be calculated for each measurement quarter.

Silver Standard (No incentive payments) - Greater than or equal to 70% but less than 80% of Children discharged in the measurement quarter will have shown improvement in their Casey Life Skills Assessment from pre-Placement to discharge from SAL. This will be calculated for each measurement quarter.

1.3.6 General Requirements**1.3.6.1 Joint Quality Improvement Activities**

The Agency's Program Manager or designee and/or Service Contract Specialist, and the Contractor's Project Director and/or Performance Improvement Manager shall meet at least quarterly or more often as needed to review performance data, issues, trends, and problem-solve solutions for the Contract. The Contractor shall be available for all meetings with the Agency.

Additionally, the Contractor shall implement and utilize an established Quality Assurance and improvement system for tracking and evaluating the effectiveness of service delivery under this Contract and adherence to Agency approved and required elements of their Bid Proposal.

1.3.6.1.1 Local Quality Improvement Meetings with Service Area Leadership Teams

The Contractor shall organize Service Area Leadership Teams. Specifically, the Contractor shall:

- a) Actively recruit team members not limited to Agency staff, Agency contracted services staff, and other interested stakeholders to serve on Service Area Leadership teams who will enhance and support Service Area leadership efforts.
- b) Review strategies and use data to assess barriers to achieving Agency goals, including whether the Guiding Principles, Agency Model of Practice, JCS's Model of Practice, Family-Centered Model of Practice, and objectives moving forward are being followed and met. Assess whether the One Caseworker Model is being utilized appropriately and whether the CWES, FGCS, and/or SAL process is providing the best possible service to Children and Families.
- c) Review common, collective feedback from Caseworkers regarding the successes, needs, and challenges of Children in CISR programs.
- d) Collaborate with other Service Area Leadership Teams to share and develop strategies to improve the provision of services.
- e) Conduct Service Area Leadership Team meetings no more frequently than monthly and no less frequency than quarterly.

1.3.6.1.2 Local Quality Improvement Meetings with Service Area Leadership Teams

The Agency Service Area Manager and/or designee(s) will meet on up to a monthly basis but no less than quarterly with the Contractor's designee(s) and a designee(s) from the Service Area

Leadership Team to engage in local problem solving and efforts to improve performance within the Service Area. This Local Quality Improvement group will jointly review performance data for the purpose of resolving issues and identifying positive trends. At each meeting, the Local Quality Improvement group will develop action steps and monitor outcomes for all areas of the Contract needing improvement in accordance with statewide protocol and the terms of the Contract. The meetings shall address field level issues in a timely manner. During each quarter of the fiscal year, the group may engage in a more in-depth review.

1.3.6.1.3 Statewide Meetings

The Contractor shall attend the annual child welfare services Contractor Meeting. The Contractor shall attend other meetings as needed or requested by the Agency.

1.3.6.1.4 Quality Assurance and Improvement Reporting

The Agency will conduct onsite reviews of the Contractor's overall Quality Assurance system to validate that the Contractor is implementing a Quality Assurance system as described in their Contract.

- a) Quality Assurance reviews by the Service Contract Specialist will occur periodically throughout the Contract period. The first review takes place within the first nine (9) months of the Contract; further reviews will be scheduled as warranted to ensure that the Agency maintains an understanding of the Contractor's Quality Assurance processes.
- b) Subsequent Quality Assurance Reviews shall be scheduled at Agency discretion and shall include such things as review of Contractor's adherence to the elements of their Bid Proposal; review of employee files to ensure that criminal and Child Abuse Registry Checks are completed; review documentation to assure that System for Award Management (SAM) and Office of Inspector General (OIG) checks are completed for employees and subcontractors; and the Contractor's Training Plan as it applies to the employees' files reviewed.

1.3.6.2 Dispute Resolution Protocol for Service Provision

If a Contractor is directed by an Agency or JCS worker to provide a level of interventions or supports beyond what they believe is required or reasonable, the Contractor shall provide services to the Family at the level directed by the Agency or JCS while the matter is being resolved. The Contractor must communicate the basis of their belief in writing to the Agency worker and their supervisor. Every effort shall be made to resolve the service provision dispute at the lowest level possible, through discussions between the Agency or JCS worker and their supervisor and the Contractor, generally within five (5) Business Days of receipt of the review request.

If the Contractor is not satisfied with the dispute resolution decision of the Agency or JCS worker and their supervisor, the Contractor may refer the situation in writing to the respective Agency Service Area Manager (SAM) or designee or the respective Chief Juvenile Court Officer or designee for review. This review shall be generally completed within seven (7) Business Days after receipt of the request for review. After completion of this review, the Agency SAM or designee or the respective Chief Juvenile Court Officer or designee will communicate the Agency's or JCS's decision in writing to the Contractor.

If a dispute over Contract terms is identified, the Social Work Administrator (SWA) reviews the Contract dispute and refers to the Agency Service Contract Specialist. The Service Contract Specialist reviews the dispute and attempts to resolve the issue. If the issue is not resolved, the dispute is elevated to the Program Manager where the dispute is negotiated with the Contractor.

1.3.6.3 Implementation Activities

The Agency anticipates that to the greatest extent possible there will be a continuation of the existing services from the time the Successful Bidder(s) are awarded for RFP AFCS 18-001 until the beginning of

the new Contract, expected to start on July 1, 2017. Prior to the implementation of the new Contract, the Contractor shall:

- a) Have Staff fully trained to meet Contract requirements,
- b) Participate in service implementation training with Agency staff as necessary,
- c) Have all relevant infrastructure prepared, licensed, and completed. Including infrastructure necessary for transfer of Children,
- d) Maintain a system to transfer and store all relevant case information,
- e) Collaborate with the Agency to ensure a process for transitioning Children to Contractor facilities as necessary as of July 1, 2017.

If transitioning of Children to a new Contractor or facility is required, the Contractor and Agency shall work together to complete the transitions in accordance with the following principles:

- a) If a Child was served by a Contractor prior to July 1, 2017 that is either a Contractor or subcontractor under the new Contract for the same Service, Child will continue to receive services from the same Contractor. However, if the Family or Agency feels there is an extenuating circumstance that warrants a change in Contractor, the change in Contractor will occur only if the Agency approves.
- b) If a Child was served by a Contractor prior to July 1, 2017 that is no longer a Contractor or subcontractor under the new contract for the same Service, the Child will be assigned, by the Agency, to one of the new Contractors.
- c) All Contractors, and their subcontractors as necessary, shall participate in Child transition meetings with Agency staff prior to July 1, 2017 on all Children being transferred to their organization from a prior Contractor that is no longer contracted for the specific Service.

The Agency procedures described in this section are designed to maximize service continuity for Children and families receiving CWES, FGCS, and SAL Services prior to July 1, 2017 that will continue to receive services starting July 1, 2017, and ensure a fair and equitable system for making Child referrals to Contractors.

1.3.6.4 Performance Improvement Plans

Any time after the first six months of the Contract, if the Agency determines the Contractor is not performing to Contract standards, the Contractor may be required to develop and submit a Performance Improvement Plan to the Agency within 45 days of notification by the Agency's Service Contract Specialist.

The Performance Improvement Plan shall describe the action steps and benchmarks the Contractor plans to implement in order to meet the minimum expectations. Performance Improvement Plans shall continue following an Agency approved timeline for up to six months and shall contain measurable improvement goals that will be achieved by the Contractor. The Agency Contract Owner must approve all Performance Improvement Plans.

Once the Performance Improvement Plan has been approved, the Contractor will be responsible for submitting required documentation, including reports concerning progress on the plan at an Agency approved frequency, to the Agency Service Contract Specialist. If at the conclusion of the initial Performance Improvement Plan, the Contractor is still not performing to Contract standards, the Contractor will develop a second Performance Improvement Plan. If either of these Performance Improvement Plans is not completed according to the Agency's specifications, the Agency reserves the right to reduce monthly payments by 10% until the Performance Improvement Plan is completed. The Service Contract Specialist will monitor implementation of the plans for their duration. Determination of whether a Contractor has completed a Performance Improvement Plan will be made at the sole discretion of the Agency.

1.3.6.5 Agency Responsibilities for Monitoring, Review, and Problem Reporting

1.3.6.5.1 Agency Monitoring

The Service Contract Specialist or designee will verify Invoices and supporting documentation itemizing work performed prior to payment, determine compliance with general contract terms, conditions, and requirements, and assess compliance with Deliverables, performance measures, or other associated requirements based on reporting from the Service Contract Specialist.

The Agency will assign a Service Contract Specialist to this contract. The Service Contract Specialist will be responsible for the following contract management responsibilities:

- a) Responding to day to day questions from the Contractor. The Service Contract Specialist may consult with the Agency Program Manager and/or other Agency staff as necessary to coordinate a response.
- b) Resolving, to the extent possible, contract issues and disputes between the Agency and the Contractor, maintaining a log of disputes between the Agency and the Contractor, and referring any disputes that cannot be resolved to the Contract Owner.
- c) Monitoring the Agency's data on a quarterly basis, and making a recommendation to the Program Manager regarding any incentive payments the Contractor is eligible to obtain.
- d) Advising the Contractor of what incentive payments the Contractor can Invoice for and approving such Invoices.
- e) Conducting reviews of Contractor records, including the records of subcontractors as necessary, to validate the Contractor's service reporting and their compliance with the service requirements, and provide a report to the Service Area Manager(s), the Program Manager, the Administrator for the Division of Fiscal Management, the Chief of the Bureau of Service Contract Support, and the Chief of ACFS.
- f) Monitoring any Performance Improvement Plans (PIP) that the Contractor is required to develop to improve their performance in meeting the service requirements described in the scope of work.
- g) Conducting reviews of the Contractor's overall Quality Assurance system to validate that the Contractor is implementing a Quality Assurance system as described in their contract.
- h) Reviewing data regarding Contractor performance to make a recommendation to the Program Manager, Service Area Manager, and Contract Owner regarding contract renewal and any necessary contract amendments.

1.3.6.6 Agency Review Clause

The Service Contract Specialist or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the contract. At minimum, the Agency will conduct an annual review; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

1.3.6.7 Problem Reporting

As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated

completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

1.3.6.8 Addressing Deficiencies

To the extent that deficiencies are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the deficiencies.

Section 2 Basic Information About the RFP Process

2.1 Issuing Officer.

The Issuing Officer is the sole point of contact regarding the RFP from the date of issuance until selection of the Successful Bidder. The Issuing Officer for this RFP is:

Tamara Patten
Iowa Department of Human Services
Hoover State Office Building, 1st Floor
1305 E Walnut Street
Des Moines, Iowa 50319
Phone: 319-292-2315
Bidders4ACFS18001@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

From the issue date of this RFP until announcement of the Successful Bidder(s), the Issuing Officer is the point of contact regarding the RFP. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. The Issuing Officer will respond only to questions regarding the procurement process.

2.3 Downloading the RFP from the Internet.

The RFP and any related documents such as amendments or attachments (collectively the “RFP”), and responses to questions will be posted at the State of Iowa’s website for bid opportunities: <http://bidopportunities.iowa.gov/>. Check this website periodically for any amendments to this RFP. The posted version of the RFP is the official version. The Agency will only be bound by the official version of the RFP document(s). Bidders should ensure that any downloaded documents are in fact the most up to date and are unchanged from the official version.

2.4 Online Resources.

There are no additional Online Resources related to this RFP.

2.5 Intent to Bid.

The Agency requests that bidders provide their Intent to Bid Form (Attachment L) to the Issuing Officer by the date and time in the Procurement Timetable. The Intent to Bid shall be completed using Attachment L. Electronic mail is the preferred delivery method. The intent to bid should include the bidder's name, contact person, mailing address, electronic mail address, fax number, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of Intent to Bid Forms received.

2.6 Reserved. (Bidders’ Conference)

2.7 Questions, Requests for Clarification, and Suggested Changes.

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter “Questions”) using the Questions, Request for Clarification, and Suggested Changes Form (Attachment M) by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, Bidders shall address any perceived ambiguity regarding this RFP through the question and answer process. If the questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The Agency prefers to receive Questions by electronic mail. The Bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery.

The Agency will post responses to questions received on the State’s website at: <http://bidopportunities.iowa.gov/> by the dates provided in the Procurement Timetable. Follow-up questions to initial responses are permissible as

long as all questions are received by the final due date and time for Bidder Questions as provided in the Procurement Timetable.

The Agency assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. In addition, the Agency's written responses to Questions will not be considered part of the RFP. If the Agency decides to change the RFP, the Agency will issue an amendment.

2.8 Submission of Bid Proposal(s).

The Bid Proposal(s) shall be received by the Issuing Officer by the time and date specified in the Procurement Timetable. The Agency will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bidders mailing Bid Proposals shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the Bidder's responsibility to ensure that the Bid Proposal(s) is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid Proposal by the Agency.

2.9 Amendment to the RFP and Bid Proposal(s).

The Agency reserves the right to amend or provide clarifications to the RFP at any time. Amendments will be posted to the State's website at <http://bidopportunities.iowa.gov/>. If the amendment occurs after the closing date for receipt of Bid Proposals, the Agency may, in its sole discretion, allow Bidders to amend their Bid Proposals.

If the Bidder amends their Bid Proposal, the amendment shall be in writing and signed by the Bidder. The Bidder shall provide the same number of copies of the amendment as is required for the original Bid Proposal, for both hardcopy and CD-ROM(s) or USB flash drive(s), in accordance with the Bid Proposal Formatting Section. The amendment must also be submitted on a CD-ROM or USB flash drive. It is a mandatory requirement that the Issuing Officer shall receive any amendments by the deadline for submitting Bid Proposals. However, if the RFP is amended after receipt of Proposals, any bid amendment must be received by the deadline set by the Agency.

2.10 Withdrawal of Bid Proposal(s).

The Bidder may withdraw its Bid Proposal(s) prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw to the Issuing Officer. Electronic mail and faxed requests to withdraw will not be accepted.

2.11 Costs of Preparing the Bid Proposal(s).

The costs of preparation and delivery of the Bid Proposal(s) are solely the responsibility of the Bidder.

2.12 Rejection of Bid Proposals.

The Agency reserves the right to reject any or all Bid Proposals, in whole and in part, and to cancel this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Agency to enter into a contract.

2.13 Review of Bid Proposals.

Only Bidders that have met the mandatory requirements and are not subject to disqualification will be considered for award of a contract.

2.13.1 Mandatory Requirements.

Bidders must meet these mandatory requirements or will be disqualified and not considered for award of a contract:

- The Issuing Officer must receive the Bid Proposal(s), and any amendments thereof, prior to or on the due date and time (See RFP Sections 2.8 and 2.9).
- The Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency (See RFP Additional Certifications Attachment).
- The Bidder is eligible to submit a bid in accordance with the Bidder Eligibility Requirements of this RFP (See RFP Bidder Eligibility Requirements Section).
- The Bidder's Cost Proposal(s) adheres to any pricing restrictions regarding the project budget or Administrative Costs (See RFP Section 3.3).

2.13.2 Reasons Proposals May be Disqualified.

Bidders are expected to follow the specifications set forth in this RFP. However, it is not the Agency's intent to disqualify Bid Proposals that suffer from correctible flaws. At the same time, it is important to maintain fairness to all Bidders in the procurement process. Therefore, the Agency reserves the discretion to permit cure of variances, waive variances, or disqualify Bid Proposals for reasons that include, but may not be limited to, the following:

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
- Bidder fails, in the Agency's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.4);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.3);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.

The determination of whether or not to disqualify a Proposal and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Bid Proposals, is at the sole discretion of the Agency. No Bidder shall obtain any right by virtue of the Agency's election to not exercise that discretion. In the event the Agency waives or permits cure of variances, such waiver or cure will not modify the RFP specifications or excuse the Bidder from full compliance with RFP specifications or other contract requirements if the Bidder enters into a contract.

2.14 Bid Proposal Clarification Process.

The Agency may request clarifications from Bidders for the purpose of resolving ambiguities or questioning information presented in the Bid Proposals. Clarifications may occur throughout the Bid Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Agency within the time stipulated at the occasion of the request.

2.15 Verification of Bid Proposal Contents.

The contents of a Bid Proposal(s) submitted by a Bidder are subject to verification.

2.16 Reference Checks.

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid Proposal, to verify information contained in the Bid Proposal, to discuss the Bidder's qualifications, and/or to discuss the qualifications of any subcontractor identified in the Bid Proposal.

2.17 Information from Other Sources.

The Agency reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, and the Bidder's authority and ability to conduct business in the State of Iowa. Such other sources may include subject matter experts.

2.18 Criminal History and Background Investigation.

The Agency reserves the right to conduct criminal history and other background investigations of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the resulting contract. The Agency reserves the right to conduct criminal history and other background investigations of the Bidder's staff and subcontractors providing services under the resulting contract.

2.19 Disposition of Bid Proposals.

Opened Bid Proposals become the property of the Agency and will not be returned to the Bidder. Upon issuance of the Notice of Intent to Award, the contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

2.20 Public Records and Request for Confidential Treatment.

Original information submitted by a Bidder may be treated as public information by the Agency following the conclusion of the selection process unless the Bidder properly requests that information be treated as confidential at the time of submitting the Bid Proposal. See the Bid Proposal Formatting Section for the proper method for making such requests. The Agency's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid Proposal. The Agency will copy public records as required to comply with public records laws.

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other applicable law by a court of competent jurisdiction.

In the event the Agency receives a request for information marked confidential, written notice shall be given to the Bidder seventy-two (72) hours prior to the release of the information to allow the Bidder to seek injunctive relief pursuant to Iowa Code § 22.8.

The Bidder's failure to request confidential treatment of material pursuant to this section and the relevant law will be deemed, by the Agency, as a waiver of any right to confidentiality that the Bidder may have had.

2.21 Copyrights.

By submitting a Bid Proposal(s), the Bidder agrees that the Agency may copy the Bid Proposal(s) for purposes of facilitating the evaluation of the Bid Proposal(s) or to respond to requests for public records. By submitting a Bid Proposal(s), the Bidder acknowledges that additional copies may be produced and distributed, and represents and warrants that such copying does not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

2.22 Release of Claims.

By submitting a Bid Proposal(s), the Bidder agrees that it shall not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information as intended by this RFP.

2.23 Reserved. (Presentations)**2.24 Notice of Intent to Award.**

Notice of Intent to Award will be sent to all Bidders that submitted a Bid Proposal by the due date and time. The Notice of Intent to Award does not constitute the formation of a contract between the Agency and the apparent Successful Bidder.

2.25 Acceptance Period.

The Agency shall make a good faith effort to negotiate and execute the contract. If the apparent Successful Bidder fails to negotiate and execute a contract, the Agency may, in its sole discretion, revoke the Notice of Intent to Award and negotiate a contract with another Bidder or withdraw the RFP. The Agency further reserves the right to cancel the Notice of Intent to Award at any time prior to the execution of a written contract.

2.26 Review of Notice of Disqualification or Notice of Intent to Award Decision.

Bidders may request reconsideration of either a notice of disqualification or notice of intent to award decision by submitting a written request to the Agency:

Bureau Chief
c/o Bureau of Service Contract Support
Department of Human Services
Hoover State Office Building, 1st Floor
1305 E. Walnut Street
Des Moines, Iowa 50319-0114
email: jwetlau@dhs.state.ia.us

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification or notice of intent to award decision. The written request may be mailed, emailed, or delivered. It is the Bidder's responsibility to assure timely delivery of the request for reconsideration. The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent to award decision for more than one Bid Proposal, a separate written request shall be submitted for each. At the Agency's discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response. The Agency will expeditiously address the request for reconsideration and issue a decision. The Bidder may choose to file an appeal with the Agency within five days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

2.27 Definition of Contract.

The full execution of a written contract shall constitute the making of a contract for services and no Bidder shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the apparent Successful Bidder and the Agency.

2.28 Choice of Law and Forum.

This RFP and the resulting contract are to be governed by the laws of the State of Iowa without giving effect to the conflicts of law provisions thereof. Changes in applicable laws and rules may affect the negotiation and contracting process and the resulting contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought and maintained in the appropriate Iowa forum.

2.29 Restrictions on Gifts and Activities.

Iowa Code chapter 68B restricts gifts that may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Bidders must determine the applicability of this Chapter to their activities and comply with the requirements. In addition, pursuant to Iowa Code § 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.30 Exclusivity.

Any contract resulting from this RFP shall not be an exclusive contract.

2.31 No Minimum Guaranteed.

The Agency anticipates that the selected Bidder(s) will provide services as requested by the Agency. The Agency does not guarantee that any minimum compensation will be paid to the Bidder or any minimum usage of the Bidder's services.

2.32 Use of Subcontractors.

The Agency acknowledges that the selected Bidder(s) may contract with third parties for the performance of any of the Contractor's obligations. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any contract that may result from this RFP.

2.3.3 Bidder Continuing Disclosure Requirement.

To the extent that Bidders are required to report incidents when responding to this RFP related to damages, penalties, disincentives, administrative or regulatory proceedings, founded Child or dependent adult abuse, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Bid Proposal, and with respect to the Successful Bidder after the execution of a contract, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) days from the date of conviction, regardless of appeal rights.

Section 3 How to Submit A Bid Proposal: Format and Content Specifications

These instructions provide the format and technical specifications of the Bid Proposal and are designed to facilitate the submission of a Bid Proposal that is easy to understand and evaluate.

Important Note on Proposal Submissions: As described in the RFP Purpose section, Bidders may choose to bid on one or more services (FGCS, CWES, and/or SAL) in one or more Service Areas. Bids may be submitted for:

- One service (CWES, FGCS, or SAL) in one Service Area;
- One service (CWES, FGCS, or SAL) in multiple (or all) Service Areas;
- Multiple (or all) services (CWES, FGCS, and/or SAL) in one Service Area; or
- Multiple (or all) services (CWES, FGCS and/or SAL) in multiple (or all) Service Areas.

Bidders are required to submit a separate Proposal for each service for which they intend to bid: CWES, FGCS, and SAL. A Bidder submitting a Proposal for one service will submit only one Proposal regardless of the number of Service Areas proposed. A Bidder submitting Proposals for two services will submit two separate Proposals regardless of the number of Service Areas being proposed. A Bidder submitting Proposals for all three services will submit three separate Proposals regardless of the number of Service Areas being proposed. If bidding on multiple Service Areas for a service (CWES, FGCS, or SAL), one Proposal (per service) will encompass all the Service Areas for which the Bidder intends to bid, however, Service Area specific topics are required to be addressed in the response.

The following information applies to each separate Proposal. Proposals for multiple services (CWES, FGCS, and SAL) may not be combined.

3.1 Bid Proposal Formatting.

Subject	Specifications
Paper Size	8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper.
Font	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.
Pagination	All pages are to be sequentially numbered from beginning to end (do not number Proposal sections independently of each other).
Bid Proposal General Composition	<ul style="list-style-type: none"> • Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal. • Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. • Bid Proposals must be bound and use tabs to label sections.
Envelope Contents and Labeling	<ul style="list-style-type: none"> • Envelopes shall be addressed to the Issuing Officer. • The envelope containing the original Bid Proposal shall be labeled "original" and each envelope containing a copy of the Bid Proposal shall be labeled "copy." Each envelope must be numbered to correspond with the number of copies of Proposals. • The Technical and Cost Proposals must be packaged separately with each copy in its own envelope.
Number of Hard Copies	Submit one (1) original hard copy of the Proposal and 7 identical copies of the original. The original hard copy must contain original signatures.
CD-ROM or USB Flash Drive	<ul style="list-style-type: none"> • The Technical Proposal and Cost Proposal must be provided on separate CD(s) or USB Flash Drives(s). The CD-ROM(s) or USB Flash Drive(s) must be placed in the envelope with the original Bid Proposal. • The Technical Proposal must be saved in less than five files. The CD(s) or USB Flash Drive (s) must be compatible with Microsoft Office 2007 (or later) software. Proposals shall be provided in Microsoft Word format. In addition,

Subject	Specifications
	Proposals may also be submitted in PDF format. Files shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents.
Request for Confidential Treatment	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> • The Bidder will complete the appropriate section of the Primary Bidder Detail Form & Certification which requires the specific statutory basis supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. • The Bidder shall submit one (1) complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “public copy”, and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential. • The Cost Proposal will be part of the ultimate contract entered into with the Successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law. <p>The Bidder shall submit a CD-ROM or USB Flash Drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This CD-ROM or USB Flash Drive shall be clearly marked as a “public copy”.</p>
Exceptions to RFP/Contract Language	<p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the Successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p>

3.2 Contents and Organization of Technical Proposal.

This section describes the information that must be in each Technical Proposal. Bid Proposals should be organized into sections **in the same order provided here** using tabs to separate each section.

3.2.1 Information to Include Behind Tab 1:

Transmittal Letter.

The transmittal letter serves as a cover letter for the Technical Proposal. It must consist of an executive summary that briefly reviews the strengths of the Bidder and key features of its proposed approach to meet the specifications of this RFP.

3.2.2 Information to Include Behind Tab 2: Proposal Table of Contents.

The Bid Proposal must contain a table of contents.

3.2.3 Information to Include Behind Tab 3: RFP Forms.

The forms listed below are attachments to this RFP. Fully complete and return these forms behind Tab 3:

- Release of Information Form
- Primary Bidder Detail & Certification Form
- Subcontractor Disclosure Form (one for each proposed subcontractor)

3.2.4 Information to Include Behind Tab 4: Bidder's Approach to Meeting Deliverables.

Bidders shall complete the Technical Response Template for the services (CWES, FGCS, and/or SAL) for which the Bidder intends to offer. The respective Technical Response templates are included as Attachment N (CWES), Attachment O (FGCS), and Attachment P (SAL) Completion and submission of this document, along with the rest of the Technical Proposal described in Section 3.2, is a requirement for a complete Proposal.

3.3 Cost Proposal.

Each Service (CWES, FGCS, and SAL) requires a separate Cost Proposal to be included in its Proposal.

Proposed Beds by Service

Bidders shall indicate the number of beds proposed for each Service Area using the Service-specific Cost Proposal Templates: Attachments Q (CWES), R (FGCS), and S (SAL). The Agency will decide the number of beds per contract after contract award. The number of contracted beds per Contractor may differ from the number of beds proposed by the Bidder.

The following assumptions by Service have been set by the Agency.

- **CWES:**
The Agency intends to guarantee funding for approximately 160 Emergency Juvenile Shelter Care beds that will be distributed among Contractors based on historical and anticipated Service Area need. The expected number of Guaranteed Payment Beds is estimated as follows:
 - SA 1 (Western): 41
 - SA 2 (Northern): 38
 - SA 3 (Eastern): 6
 - SA 4 (Cedar Rapids): 24
 - SA 5 (Des Moines): 51

The Agency intends to develop access to CWES for all Iowa geographies and Bidders are encouraged to study the map provided in Attachment E that shows the counties in each of the DHS Service Areas. This will help inform the development of Bidders' Proposals.

Contracts may also include additional beds to assure an accessible bed capacity for expected fluctuations in daily use. The Agency reserves the right to determine the final number of beds and the amount of CWES services that will be Contracted in each Service Area.

- **FGCS:**
The Agency intends to guarantee funding for approximately 650 FGCS beds that will be distributed among Contractors based on historical and anticipated Service Area need. The expected number of Guaranteed Payment Beds is estimated as follows:
 - SA 1 (Western):
 - Community (D1): 45
 - Comprehensive (D2): 58
 - Enhanced (D3): 26
 - SA 2 (Northern):
 - Community (D1): 42

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- Comprehensive (D2): 55
- Enhanced (D3): 24
- SA 3 (Eastern):
 - Community (D1): 34
 - Comprehensive (D2): 44
 - Enhanced (D3): 20
- SA 4 (Cedar Rapids):
 - Community (D1): 36
 - Comprehensive (D2): 47
 - Enhanced (D3): 21
- SA 5 (Des Moines):
 - Community (D1): 69
 - Comprehensive (D2): 89
 - Enhanced (D3): 40

The Agency intends to develop access to FGCS for all Iowa geographies and Bidders are encouraged to study the map provided in Attachment E that shows the counties in each of the DHS Service Areas. This will help inform the development of Bidders' Proposals.

Contracts may also include additional beds to assure an accessible bed capacity for expected fluctuations in daily use. The Agency reserves the right to determine the final number of beds and the amount of FGCS services that will be Contracted in each Service Area.

- **SAL:**

The Agency intends to guarantee funding for approximately 42 Cluster sites beds and 27 Scattered Sites that will be distributed among Contractors based on historical and anticipated Service Area need. The expected number of Cluster Site Beds and Scattered Sites is estimated as follows:

- SA1 (Western):
 - Cluster: 6
 - Scattered: 5
- SA 2 (Northern):
 - Cluster: 6
 - Scattered: 6
- SA 3 (Eastern):
 - Cluster: 6
 - Scattered: 5
- SA 4 (Cedar Rapids):
 - Cluster: 6
 - Scattered: 3
- SA 5 (Des Moines):
 - Cluster: 18
 - Scattered: 8

The Agency intends to develop access to SAL for all Iowa geographies and Bidders are encouraged to study the map provided in Attachment E that shows the counties in each of the DHS Service Areas. This will help inform the development of Bidders' Proposals.

The Agency reserves the right to determine the final number of Cluster Site beds and Scattered Sites that will be Contracted in each Service Area.

Service Delivery Costs

In the Cost Proposal(s), Bidders must also present and describe cost details with accompanying narrative that adequately supports their Proposal and can reasonably be expected to lead to achievement of the desired outcomes for Children and Families sought in this Proposal. The costs must include sufficient detail to assure evaluators that the Proposal can be undertaken within the rates the Agency will pay.

At a minimum, the costs must detail the following cost categories:

1. Staffing (both direct service and supervisory);
2. Services Costs (these must be separated into as many sub-categories as needed for clarity of the services and associated unit and overall costs);
3. Subcontractor Costs (identified by name of subcontractor entity);
4. Administrative Costs (detail by category); and
5. Other

The Cost Proposal shall clearly describe all costs associated with the Service. Bidder shall also include a detailed narrative describing their costs.

Administrative Costs.

The Agency is placing a limit on the amount of funds that may be spent for Administrative Costs in any contract(s) resulting from this RFP. Spending on Administrative Costs, for both the Contractor and all their subcontractors, cannot exceed 15% of the total contract amount for each Service. For the purposes of this subsection, "Administrative Costs" means the costs that may include, but are not limited to, such categories as: salary and benefits for administrators and support staff, utilities, data collection and data processing costs, printing, communications equipment and services, and other costs necessary to support the delivery of services.

Contractor Proposed Costs

The Contractor will be paid in accordance with Sections 1.3.3.15 (CWES), 1.3.4.15 (FGCS), and/or 1.3.5.15 (SAL) of the Contracts. Therefore, the costs submitted by the Contractor is not binding on the parties, except that the Contractor is bound by the provisions that cap the percentage that can be paid for Administrative Costs.

Content and Format.

The Cost Proposal shall be submitted using the worksheet set forth in Attachments Q (CWES), R (FGCS), and S (SAL) of this RFP. Bidders should submit both an Excel version and printed version of these Attachments. Bidders may include the detailed cost narrative as a separate attachment. Each Service (CWES, FGCS, and SAL) requires a separate Cost Proposal to be included in its Proposal.

Section 4 Evaluation Of Bid Proposals

Important Note about Evaluations: As described in the RFP Purpose section, Bidders may choose to bid on one or more services (FGCS, CWES, and/or SAL) in one or more Service Areas. Bidders are required to submit a separate Proposal for each service for which they intend to bid: CWES, FGCS, and SAL.

Each Service (CWES, FGCS, SAL) will be evaluated separately and independently. The following information applies separately to the evaluations of Proposals submitted for each Service (CWES, FGCS, SAL).

4.1 Introduction.

This section describes the evaluation process that will be used to determine which Bid Proposal(s) provides the greatest benefit to the Agency. When making this determination, the Agency will not necessarily award a contract to the Bidder with the highest point total. Rather, a Contract(s) will be awarded to the Bidder that offers the greatest benefit to the Agency.

4.2 Evaluation Committee.

The Agency intends to conduct a comprehensive, fair and impartial evaluation of Bid Proposals received in response to this RFP. In making this determination, the Agency will be represented by an evaluation committee. There will be separate evaluation committees for each of the three Services (CWES, FGCS, SAL).

4.3 Proposal Scoring and Evaluation Criteria.

The evaluation committees will use the method described in this section to assist with initially determining the relative merits of each Bid Proposal.

Technical Proposal Components.

When Bid Proposals are evaluated, the total points for each component are calculated by using the evaluation team's raw score (between 0-4) for the component, divided by the maximum raw score (4), multiplied by the component's assigned weight.

For each Bidder, there will be a Common Technical Proposal totaling a possible seventy-five (75) points as shown below for each Service. These Common Technical Proposal points will be allocated to the Respondent's proposal regardless of Service Areas covered.

Additionally, there will be a Service Area-Specific Technical Proposal for every Service Area the Bidder chooses to bid for, totaling a possible twenty-five (25) points per Service Area as shown below. For each Service Area, the Respondent's total technical proposal score will be the sum of its Common Technical Proposal score (out of a maximum of 75) and its Service Area Specific Technical Score for that Service Area (out of a maximum of 25). Responses will be measured against other Proposals within the same Service Area.

The evaluation components are separate by Service and are as follows (See Attachments N (CWES), O (FGCS), P (SAL) Technical Response Templates for more information):

CWES – Technical Proposal

Technical Response Template Components	Weight
<i>Common Technical Proposal</i>	
Background/Experience	4
Agency Model of Practice, Family-Centered Model of Practice, Guiding Principles	2
1.3.1 Service Area Coverage	2
1.3.2 Collaboration and Consultation	4
1.3.3.2 Program Administration	10
1.3.3.3 One Caseworker Model	5
1.3.3.4 Individual Child Development and Life Skills	4
1.3.3.5 Family and Community Connections	6
1.3.3.6 Crisis Intervention and Stabilization	3
1.3.3.7 Reintegration Planning	7
1.3.3.8 Education	5
1.3.3.9 Physical Health	3
1.3.3.10 Mental/Behavioral Health and Clinical Supports	4
1.3.3.11 Training	2
1.3.3.12 Contractor Reports and Data	2
1.3.3.13 Financial Management	1
1.3.3.14 Staffing	4
Joint Quality Improvement Activities	2
Implementation Activities	1
Performance Improvement Plan	1
Culturally and Linguistically Appropriate Service Standards	3
<i>Service Area Specific Technical Proposal</i>	
Service Area Specific – Service Area 1	25
Service Area Specific – Service Area 2	25
Service Area Specific – Service Area 3	25
Service Area Specific – Service Area 4	25
Service Area Specific – Service Area 5	25
<i>Total Score</i>	
Total – Service Area 1	100
Total – Service Area 2	100
Total – Service Area 3	100
Total – Service Area 4	100
Total – Service Area 5	100

FGCS – Technical Proposal

Technical Response Template Components	Weight
<i>Common Technical Proposal</i>	
Background/Experience	4
Agency Model of Practice, Family-Centered Model of Practice, Guiding Principles	2
1.3.1 Service Area Coverage	2
1.3.2 Collaboration and Consultation	4
1.3.4.2 Program Administration	10
1.3.4.3 One Caseworker Model	5
1.3.4.4 Individual Child Development and Life Skills	4
1.3.4.5 Family and Community Connections	6
1.3.4.6 Crisis Intervention and Stabilization	3
1.3.4.7 Reintegration Planning	7
1.3.4.8 Education	5
1.3.4.9 Physical Health	3
1.3.4.10 Mental/Behavioral Health and Clinical Supports	4
1.3.4.11 Training	2
1.3.4.12 Contractor Reports and Data	2
1.3.4.13 Financial Management	1
1.3.4.14 Staffing	4
Joint Quality Improvement Activities	2
Implementation Activities	1
Performance Improvement Plan	1
Culturally and Linguistically Appropriate Service Standards	3
<i>Service Area Specific Technical Proposal</i>	
Service Area Specific – Service Area 1	25
Service Area Specific – Service Area 2	25
Service Area Specific – Service Area 3	25
Service Area Specific – Service Area 4	25
Service Area Specific – Service Area 5	25
<i>Total Score</i>	
Total – Service Area 1	100
Total – Service Area 2	100
Total – Service Area 3	100
Total – Service Area 4	100
Total – Service Area 5	100

SAL – Technical Proposal

Technical Response Template Components	Weight
<i>Common Technical Proposal</i>	
Background/Experience	4
Agency Model of Practice, Family-Centered Model of Practice, Guiding Principles	2
1.3.1 Service Area Coverage	2
1.3.2 Collaboration and Consultation	4
1.3.5.2 Program Administration	10
1.3.5.3 One Caseworker Model	5
1.3.5.4 Individual Child Development and Life Skills	6
1.3.5.5 Family and Community Connections	6
1.3.5.6 Crisis Intervention and Stabilization	2
1.3.5.7 Transition Planning	7
1.3.5.8 Education	5
1.3.5.9 Physical Health	3
1.3.5.10 Mental/Behavioral Health and Clinical Supports	4
1.3.5.11 Training	2
1.3.5.12 Contractor Reports and Data	2
1.3.5.13 Financial Management	1
1.3.5.14 Staffing	3
Joint Quality Improvement Activities	2
Implementation Activities	1
Performance Improvement Plan	1
Culturally and Linguistically Appropriate Service Standards	3
<i>Service Area Specific Technical Proposal</i>	
Service Area Specific – Service Area 1	25
Service Area Specific – Service Area 2	25
Service Area Specific – Service Area 3	25
Service Area Specific – Service Area 4	25
Service Area Specific – Service Area 5	25
<i>Total Score</i>	
Total – Service Area 1	100
Total – Service Area 2	100
Total – Service Area 3	100
Total – Service Area 4	100
Total – Service Area 5	100

Scoring of Cost Proposal Pricing.

Rates are set in all three (3) services of this RFP. Cost Proposals will not be scored for any of the three (3) services.

4.4 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final rankings and recommendations for each Service to the Division Administrator for consideration. In making these recommendations, the committee is not bound by any scores or scoring system used to assist with initially determining the relative merits of each Bid Proposal. These recommendations may include, but are not limited to, the name of one or more Bidders recommended for selection or a recommendation that no Bidder be selected. The Division Administrator shall consider the committee's recommendation when making the final decision, but is not bound by the recommendation.

Child Welfare Crisis Intervention, Stabilization, and Reunification Services (CISR)

The Agency may award contracts to as many Bidders as necessary to meet the purpose of this RFP. The Agency reserves the right to select eligible Bidders, make awards, determine the number of beds awarded to each selected Bidder, and fund resulting Contracts based on the needs of the Agency, Service Areas, JCS, and the Children and families to be served. The Agency will decide the number of beds per contract after contract award.

Attachment A: Release of Information

(Return this completed form behind Tab 3 of the Bid Proposal(s).)

_____ (name of Bidder) hereby authorizes any person or entity, public or private, having any information concerning the Bidder's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the Agency.

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Agency or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk. The Bidder agrees to release all persons, entities, the Agency, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Bidder Organization

Signature of Authorized Representative

Date

Printed Name

Attachment B: Primary Bidder Detail Form & Certification

(Return this completed form behind Tab 3 of the Proposal(s). If a section does not apply, label it “not applicable”).

Primary Contact Information (individual who can address issues re: this Bid Proposal)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	

Primary Bidder Detail	
Business Legal Name (“Bidder”):	
“Doing Business As” names, assumed names, or other operating names:	
Parent Corporation Name and Address of Headquarters, if any:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.):	
State of Incorporation/organization:	
Primary Address:	
Tel:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
DUNS #:	
Bidder’s Accounting Firm:	
If Bidder is currently registered to do business in Iowa, provide the Date of Registration:	
Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}	
	(YES/NO)

Request for Confidential Treatment (See Section 3.1)		
Location in Bid (Tab/Page)	Statutory Basis for Confidentiality	Description/Explanation

Exceptions to RFP/Contract Language (See Section 3.1)			
RFP Section and Page	Language to Which Bidder Takes Exception	Explanation and Proposed Replacement Language:	Cost Savings to the Agency if the Proposed Replacement Language is Accepted

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BID PROPOSAL CERTIFICATION

By signing below, Bidder certifies that:

1. Bidder accepts and will comply with all Contract Terms and Conditions contained in the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail Form & Certification.
2. Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein.
3. Bidder does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap;
4. No cost or pricing information has been included in the Bidder’s Technical Proposal;
5. Bidder has received any amendments to this RFP issued by the Agency;
6. Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP;
7. The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for, or authorized to make decisions regarding the prices quoted and he/she has not participated, and will not participate, in any action contrary to the anti-competitive agreements outlined above;
8. Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail Form & Certification. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal;
9. Bidder certifies that the Bidder organization has sufficient personnel resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
10. Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The Contractor will remain responsible for all Deliverables provided under this contract.
11. Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier; and,
12. Bidder certifies it is either a) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or b) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the bid void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>.

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the Agency’s Request for Proposals (RFP) and offered in the Bidder’s Proposal. I understand that by submitting this Bid Proposal, the Bidder agrees to provide services described herein which meet or exceed the specifications of the Agency’s RFP unless noted in the Bid Proposal and at the prices quoted by the Bidder. I certify that the contents of the Bid Proposal are true and accurate and that the Bidder has not made any knowingly false statements in the Bid Proposal.

Signature:	
Printed Name/Title:	
Date:	

Attachment C: Subcontractor Disclosure Form

*(Return this completed form behind Tab 3 of the Bid Proposal(s). Fully complete a form for **each** proposed subcontractor. If a section does not apply, label it “not applicable.” If the bidder does not intend to use subcontractor(s), this form does not need to be returned.)*

Primary Bidder (“Primary Bidder”):	
Subcontractor Contact Information (individual who can address issues re: this RFP)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	

Subcontractor Detail	
Subcontractor Legal Name (“Subcontractor”):	
“Doing Business As” names, assumed names, or other operating names:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.)	
State of Incorporation/organization:	
Primary Address:	
Tel:	
Fax:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
Subcontractor’s Accounting Firm:	
If Subcontractor is currently registered to do business in Iowa, provide the Date of Registration:	
Percentage of Total Work to be performed by this Subcontractor pursuant to this RFP/Contract.	
General Scope of Work to be performed by this Subcontractor	
Detail the Subcontractor’s qualifications for performing this scope of work	

Child Welfare Crisis Intervention, Stabilization, and Reunification Services (CISR)

By signing below, Subcontractor agrees to the following:

1. Subcontractor has reviewed the RFP, and Subcontractor agrees to perform the work indicated in this Bid Proposal if the Primary Bidder is selected as the winning Bidder in this procurement.
2. Subcontractor has reviewed the Additional Certifications and by signing below confirms that the Certifications are true and accurate and Subcontractor will comply with all such Certifications.
3. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this contract, if required to do so by Iowa law.
4. Subcontractor does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap;

The person signing this Subcontractor Disclosure Form certifies that he/she is the person in the Subcontractor's organization responsible for or authorized to make decisions regarding the prices quoted and he/she has not participated, and will not participate, in any action contrary to the anti-competitive obligations agreements outlined above.

I hereby certify that the contents of the Subcontractor Disclosure Form are true and accurate and that the Subcontractor has not made any knowingly false statements in the Form.

Signature for Subcontractor:	
Printed Name/Title:	
Date:	

Attachment D: Additional Certifications
(Do not return this page with the Bid Proposal(s).)

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submission of a Bid Proposal, the Bidder certifies (and in the case of a joint proposal, each party thereto certifies) that:

1. The Bid Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Agency who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee;
2. The Bid Proposal has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition;
3. Unless otherwise required by law, the information in the Bid Proposal has not been knowingly disclosed by the Bidder and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other Bidder;
4. No attempt has been made or will be made by the Bidder to induce any other Bidder to submit or not to submit a Bid Proposal for the purpose of restricting competition;
5. No relationship exists or will exist during the contract period between the Bidder and the Agency that interferes with fair competition or is a conflict of interest.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Bid Proposal, the Bidder is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, Proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND/OR VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

1. The Bidder certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Bidder is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Proposal.

CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

The Bidder must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly 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 either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to Children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to Children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

The Bidder further agrees that the above language will be included in any subawards that contain provisions for Children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

CERTIFICATION REGARDING LOBBYING

The Bidder certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid on behalf of the Sub-Grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION REGARDING DRUG FREE WORKPLACE

1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing below Bidder agrees to provide a drug-free workplace by:
 - a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person'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 employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the person'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 employees for drug abuse violations;
 - c. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
 - d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
 - e. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
 - g. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
2. **Requirement for Individuals.** If the Bidder is an individual, by signing below the Bidder agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
3. **Notification Requirement.** The Bidder shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):
 - a. take appropriate personnel action against such employee up to and including termination; or

Child Welfare Crisis Intervention, Stabilization, and Reunification Services (CISR)

- b. require 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.

Attachment E: Service Area Map

See the attached document.

Attachment F: Guiding Principles

See the attached document.

Attachment G: Child Welfare Model of Practice

See the attached document.

Attachment H: CWES Admission and Discharge Protocol

See the attached document.

Attachment I: Culturally and Linguistically Appropriate Service Standards

See the attached document.

Attachment J: CWES Screening Tool

See the attached document.

Attachment K: Standards of Family Interaction

See the attached document.

Attachment L: Intent to Bid Form

See the attached document.

Attachment M: Questions, Requests for Clarification, and Suggested Changes Template

See the attached document.

Attachment N: CWES Technical Response Template

See the attached document.

Attachment O: FGCS Technical Response Template

See the attached document.

Attachment P: SAL Technical Response Template

See the attached document.

Attachment Q: CWES Cost Proposal Template

See the attached document.

Attachment R: FGCS Cost Proposal Template

See the attached document.

Attachment S: SAL Cost Proposal Template

See the attached document.

Attachment T: Sample Contract

(These contract terms contained in the Special Terms and General Terms for Services Contracts are not intended to be a complete listing of all contract terms but are provided only to enable Bidders to better evaluate the costs associated with the RFP and the potential resulting contract. Bidders should plan on such terms being included in any contract entered into as a result of this RFP. All costs associated with complying with these terms should be included in the Cost Proposal or any pricing quoted by the Bidder. See RFP Section 3.1 regarding Bidder exceptions to contract language.)

This is a sample form. DO NOT complete and return this attachment.

CONTRACT DECLARATIONS AND EXECUTION

RFP #	Contract #
ACFS-18-001	{To be completed when contract is drafted.}
Title of Contract	
{To be completed when contract is drafted.}	

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

Agency of the State (hereafter "Agency")	
Iowa Department of Human Services	
Contractor: (hereafter "Contractor")	
Contract Information	
Start Date: {To be completed when contract is drafted.}	End Date of Base Term of Contract: End Date of Contract: {To be completed when contract is drafted.}
Possible Extension(s):	
Contractor a Business Associate? Yes	Contractor subject to Iowa Code Chapter 8F? Unknown
Contract Include Sharing SSA Data? No	Contractor a Qualified Service Organization? Yes
Contract Warranty Period (hereafter "Warranty Period"): The term of this Contract, including any extensions.	Contract Contingent on Approval of Another Agency: No
Contract Payments include Federal Funds? Yes	
The Contractor for federal reporting purposes under this contract is a: Subrecipient or vendor {To be completed when contract is drafted.}	
DUNS#: {To be completed when contract is drafted.}	
Office of Child Support Enforcement ("OCSE") Funded Percentage: {To be completed when contract is drafted if applicable.}	
The Name of the Pass-Through Entity: {To be completed when contract is drafted.}	
CFDA #: {To be completed when contract is drafted.}	
Grant Name: {To be completed when contract is drafted.}	
Federal Awarding Agency Name: {To be completed when contract is drafted.}	

This Contract consists of the above information, the attached General Terms for Services Contracts, Special Terms, and all Special Contract Attachments.

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

{To be completed when contract is drafted.}

1.3.2 Performance Measures.

1.3.3 Monitoring, Review, and Problem Reporting.

1.3.3.1 Agency Monitoring Clause. The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:

1.3.3.2 Agency Review Clause. The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review annually; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities.

1.3.3.3 Problem Reporting. As stipulated by the Agency, the Contractor and/or Agency shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

1.3.3.4 Addressing Deficiencies. To the extent that Deficiencies are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

1.3.4 Contract Payment Clause.

1.3.4.1 Pricing. In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows:

{To be determined.}

1.3.4.2 Payment Methodology.

{To be completed when contract is drafted.}

1.3.4.3 Timeframes for Regular Submission of Initial and Adjusted Invoices. The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted monthly. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

1.3.4.4 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1st for all services performed in the preceding State fiscal year (the State fiscal year ends June 30).

1.3.4.5 Payment of Invoices. The Agency shall verify the Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at:

http://www.dom.state.ia.us/appeals/general_claims.html.

The Agency shall pay all approved Invoices in arrears. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

1.3.4.6 Reimbursable Expenses. Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

1.4 Insurance Coverage.

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on occurrence basis	General Aggregate	\$2 Million
	Product/Completed Operations Aggregate	\$1 Million

Child Welfare Crisis Intervention, Stabilization, and Reunification Services (CISR)

	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

1.5 Business Associate Agreement. The Contractor, acting as the Agency's Business Associate, performs certain services on behalf of or for the Agency pursuant to this Contract that require the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164. The Business Associate agrees to comply with the Business Associate Agreement Addendum (BAA), and any amendments thereof, as posted to the Agency's website: <http://dhs.iowa.gov/HIPAA/baa>. This BAA, and any amendments thereof, is incorporated into the Contract by reference.

By signing this Contract, the Business Associate consents to receive notice of future amendments to the BAA through electronic mail. The Business Associate shall file and maintain a current electronic mail address with the Agency for this purpose. The Agency may amend the BAA by posting an updated version of the BAA on the Agency's website at: <http://dhs.iowa.gov/HIPAA/baa>, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Agency of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days of the Agency's notice referenced herein. Any agreed alteration of the then current Agency BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment that must be signed by the Business Associate, Agency Director, and the Agency Security and Privacy Officer.

1.6 Qualified Service Organization. The Contractor acknowledges that it will be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 CFR part 2, and the Contractor acknowledges that it is fully bound by those regulations. The Contractor will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR part 2. "Qualified Service Organization" as used in this Contract has the same meaning as the definition set forth in 42 CFR § 2.11.

SECTION 2. GENERAL TERMS FOR SERVICES CONTRACTS

2.1 Definitions. Definitions in this section correspond with capitalized terms in the Contract.

“Acceptance” means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

“Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

“Acceptance Tests” or “Acceptance Testing” mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

“Applicable Law” means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as sub s of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

“Bid Proposal” or “Proposal” means the Contractor’s Proposal submitted in response to the

Solicitation, if this Contract arises out of a competitive process.

“Business Days” means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

“Confidential Information” means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is

independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

“Contract” means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the General Terms for Services Contracts, the Special Terms, and any Special Contract Attachments, as these documents may be amended from time to time.

“Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

“Deliverables” means all of the services, goods, products, work, work product, data, items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with this Contract. This includes data that is collected on behalf of the Agency.

“Documentation” means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“Force Majeure” means an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. Force Majeure does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the

Contractor; claims or court orders that restrict the Contractor’s ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

“Invoice” means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original Invoice from the Contractor or may be submitted on a claim form acceptable to the Agency, such as a General Accounting Expenditure (GAX) form.

“Solicitation” means the formal or informal procurement (and any Addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.

“Special Contract Attachments” means any attachment to this Contract.

“Special Terms” means the Section of the Contract entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

“Specifications” means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable State, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

“State” means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

2.2 Duration of Contract. The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least

sixty (60) days prior to the expiration of the initial term or renewal term.

2.3 Scope of Work. The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

2.4 Compensation.

2.4.1 Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

2.4.2 Erroneous Payments and Credits. The Contractor shall promptly repay or refund the full amount of any overpayment or erroneous payment within thirty (30) Business Days after either discovery by the Contractor or notification by the Agency of the overpayment or erroneous payment.

2.4.3 Offset Against Sums Owed by the Contractor. In the event that the Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, offset any such sum against: (1) any sum Invoiced by, or owed to, the Contractor under this Contract, or (2) any sum or amount owed by the State to the Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

2.5 Termination.

2.5.1 Termination for Cause by the Agency. The Agency may terminate this Contract upon written notice for the breach by the Contractor or any subcontractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or

correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

2.5.1.1 The Contractor furnished any statement, representation, warranty, or certification in connection with this Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

2.5.1.2 The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

2.5.1.3 The Contractor or any parent or affiliate of the Contractor owning a controlling interest in the Contractor dissolves;

2.5.1.4 The Contractor terminates or suspends its business;

2.5.1.5 The Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor related to the Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

2.5.1.6 The Contractor has failed to comply with any applicable international, federal, State (including, but not limited to Iowa Code Chapter 8F), or local laws, rules, ordinances, regulations, or orders when performing within the scope of this Contract;

2.5.1.7 The Agency determines or believes the Contractor has engaged in conduct that: (1) has or may expose the Agency or the State to material liability; or (2) has caused or may cause a person's life, health, or safety to be jeopardized;

2.5.1.8 The Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or the Contractor misappropriates or allegedly misappropriates a trade secret;

2.5.1.9 The Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

2.5.1.10 Any of the following has been engaged in by or occurred with respect to the Contractor or any corporation, shareholder or entity having or owning a controlling interest in the Contractor:

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or
- Taking any action to authorize any of the foregoing.

2.5.2 Termination Upon Notice. Following a thirty (30) day written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

2.5.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

2.5.3.1 The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

2.5.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

2.5.3.3 If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

2.5.3.4 If the Agency's duties, programs or responsibilities are modified or materially altered; or

2.5.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide the Contractor with written notice of termination pursuant to this section.

2.5.4 Other remedies. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

2.5.5 Limitation of the State's Payment Obligations. In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 2.5.1, *Termination for Cause by the Agency*) the Agency shall pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 2.5.3, *Termination Due to Lack of Funds or Change in Law*, the Agency's obligation to pay the Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper proof of the Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of the Contractor's breach of this Contract or any amounts withheld by the Agency in

accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

2.5.5.1 The payment of unemployment compensation to the Contractor's employees;

2.5.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

2.5.5.3 Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract;

2.5.5.4 Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract; or

2.5.5.5 Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

2.5.6 Contractor's Contract Close-Out Duties.

Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, "Close-Out Event"), the Contractor shall:

2.5.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the Close-Out Event, describing the status of all work performed under the Contract and such other matters as the vice may require.

2.5.6.2 Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

2.5.6.3 Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider.

2.5.6.4 Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.

2.5.6.5 Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.

2.5.7 Termination for Cause by the Contractor.

The Contractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of the Contractor's written notice of breach.

2.6 Reserved. (Change Order Procedure)

2.7 Indemnification.

2.7.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office,) and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

2.7.1.1 Any breach of this Contract;

2.7.1.2 Any negligent, intentional, or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

2.7.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

2.7.1.4 Any failure by the Contractor to make all reports, payments, and withholdings required by federal and State law with respect to social security, employee income and other taxes, fees, or costs required by the Contractor to conduct business in the State of Iowa;

2.7.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

2.8 Insurance.

2.8.1 Insurance Requirements. The Contractor, and any subcontractor, shall maintain in full force and

effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract, which includes any extensions or renewals thereof. The Contractor's insurance shall, among other things:

2.8.1.1 Be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy.

2.8.1.2 Name the State of Iowa and the Agency as additional insureds or loss payees on the policies for all coverages required by this Contract, with the exception of Workers' Compensation, or the Contractor shall obtain an endorsement to the same effect; and

2.8.1.3 Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers' Compensation.

The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

2.8.2 Types and Amounts of Insurance Required.

Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified in the Special Terms for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

2.8.3 Certificates of Coverage. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract, which includes any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least a thirty (30) day prior written notice to the Agency. The certificates shall be subject to approval by the Agency. Approval of the insurance

certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

2.9 Ownership and Security of Agency Information.

2.9.1 Ownership and Disposition of Agency Information. Any information either supplied by the Agency to the Contractor, or collected by the Contractor on the Agency's behalf in the course of the performance of this Contract, shall be considered the property of the Agency ("Agency Information"). The Contractor will not use the Agency Information for any purpose other than providing services under the Contract, nor will any part of the information and records be disclosed, sold, assigned, leased, or otherwise provided to third parties or commercially exploited by or on behalf of the Contractor. The Agency shall own all Agency Information that may reside within the Contractor's hosting environment and/or equipment/media.

2.9.2 Foreign Hosting and Storage Prohibited.

Agency Information shall be hosted and/or stored within the continental United States only.

2.9.3 Access to Agency Information that is Confidential Information.

The Contractor's employees, agents, and subcontractors may have access to Agency Information that is Confidential Information to the extent necessary to carry out responsibilities under the Contract. Access to such Confidential Information shall comply with both the State's and the Agency's policies and procedures. In all instances, access to Agency Information from outside of the United States and its protectorates, either by the Contractor, including a foreign office or division of the Contractor or its affiliates or associates, or any subcontractor, is prohibited.

2.9.4 No Use or Disclosure of Confidential Information.

Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

2.9.5 Contractor Breach Notification Obligations.

The Contractor agrees to comply with all applicable laws that require the notification of individuals in the

event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

2.9.6 Compliance of Contractor Personnel. The Contractor and the Contractor's personnel shall comply with the Agency's and the State's security and personnel policies, procedures, and rules, including any procedure which the Agency's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the Agency in the investigation of any security breaches that may involve the Contractor or the Contractor's personnel. All services shall be performed in accordance with State Information Technology security standards and policies as well as Agency security protocols and procedures. By way of example only, see Iowa Code 8B.23, <http://secureonline.iowa.gov/links/index.html>, and <https://ocio.iowa.gov/home/standards>.

2.9.7 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing Confidential Information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the Confidential Information.

2.9.8 Return and/or Destruction of Information. Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the Agency. Following the Agency's verified receipt of the Agency Information and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor's technology resources and any other storage media. This includes, but is not limited to, all

production copies, test copies, backup copies and /or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

2.9.9 Contractor's Inability to Return and/or Destroy Information. If for any reason the Agency Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the Agency with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement by both parties that the return and/or destruction of the information is not possible or feasible, the Contractor shall make the Agency Information inaccessible. The Contractor shall not use or disclose such retained Agency Information for any purposes other than those expressly permitted by the Agency. The Contractor shall provide to the Agency a detailed description as to the procedures and methods used to make the Agency Information inaccessible no later than thirty (30) days after making the information inaccessible. If the Agency provides written permission for the Contractor to retain the Agency Information in the Contractor's information systems, the Contractor will extend the protections of this Contract to such information and limit any further uses or disclosures of such information.

2.9.10 Contractors that are Business Associates. If the Contractor is the Agency's Business Associate, and there is a conflict between the Business Associate Agreement and this Section 2.9, the provisions in the Business Associate Agreement shall control.

2.10 Intellectual Property.

2.10.1 Ownership and Assignment of Other Deliverables. The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights,

patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

2.10.2 Waiver. To the extent any of the Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

2.10.3 Further Assurances. At the Agency's request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 2.10, *Intellectual Property*.

2.10.4 Publications. Prior to completion of all services required by this Contract, the Contractor shall not publish in any format any final or interim report, document, form, or other material developed as a result of this Contract without the express written consent of the Agency. Upon completion of all services required by this Contract, the Contractor may publish or use materials developed as a result of

this Contract, subject to confidentiality restrictions, and only after the Agency has had an opportunity to review and comment upon the publication. Any such publication shall contain a statement that the work was done pursuant to a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

2.11 Warranties.

2.11.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law.

Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.11.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

2.11.2 Contractor represents and warrants that:

2.11.2.1 All Deliverables shall be wholly original with and prepared solely by the Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses, and other rights assigned, granted, or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party;

2.11.2.2 The Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and

2.11.2.3 The Agency shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

2.11.3 The Contractor represents and warrants that:

2.11.3.1 The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

2.11.3.2 The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Section 2.11.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

2.11.4 The Contractor represents and warrants that the Deliverables shall:

2.11.4.1 Be free from material Deficiencies; and

2.11.4.2 Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Contract Declarations and Execution Section.

During the Warranty Period the Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverable to the Agency's satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverables may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

2.11.5 The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services

as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

2.11.6 The Contractor represents and warrants that the Deliverables will comply with all Applicable Law.

2.11.7 Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

2.12 Acceptance of Deliverables.

2.12.1 Acceptance of Written Deliverables. For the purposes of this section, written Deliverables means documents including, but not limited to project plans, planning documents, reports, or instructional materials (“Written Deliverables”). Although the Agency determines what Written Deliverables are subject to formal Acceptance, this section generally does not apply to routine progress or financial reports. Absent more specific Acceptance Criteria in the Special Terms, following delivery of any Written Deliverable pursuant to the Contract, the Agency will notify the Contractor whether or not the Deliverable meets contractual specifications and requirements. Written Deliverables shall not be considered accepted by the Agency, nor does the Agency have an obligation to pay for such Deliverables, unless and until the Agency has notified the Contractor of the Agency’s Final Acceptance of the Written Deliverables. In all cases, any statements included in such Written Deliverables that alter or conflict with any contractual requirements shall in no way be considered as changing the contractual requirements unless and until the parties formally amend the Contract.

2.12.2. Reserved. (*Acceptance of Software Deliverables*)

2.12.3 Notice of Acceptance and Future Deficiencies. The Contractor’s receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency’s rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

2.13 Contract Administration.

2.13.1 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or State tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

2.13.2 Incorporation of Documents. To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

2.13.3 Intent of References to Bid Documents. To the extent this Contract arises out of a Solicitation, the references to the parties’ obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation and the Contractor’s Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

2.13.4 Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply at all times with all Applicable Law. All such Applicable Law is incorporated into this Contract as of the effective date of the Applicable Law. The Contractor and Agency expressly reject any proposition that future changes to Applicable Law are inapplicable to this Contract and the Contractor's provision of Deliverables and/or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

2.13.4.1 The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Applicable Law. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients as required under 11 Iowa Admin. Code chapter 121.

2.13.4.2 In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.13.9, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this Section 2.13.4.

2.13.4.3 Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this Section 2.13.4 shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future State contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

2.13.4.4 The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

2.13.4.5 If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves

certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

2.13.5 Procurement. The Contractor shall use procurement procedures that comply with all applicable federal, State, and local laws and regulations.

2.13.6 Non-Exclusive Rights. This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the entire term of this Contract, which includes any extensions or renewals thereof.

2.13.7 Amendments. This Contract may only be amended by mutual written consent of the parties, with the exception of (1) the Contract end date, which may be extended under the Agency's sole discretion, and (2) the Business Associate Agreement, which may be modified or replaced on notice pursuant to Section 1.5, *Business Associate Agreement*. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

2.13.8 No Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

2.13.9 Use of Third Parties. The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the

subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

2.13.10 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

2.13.11 Assignment and Delegation. The Contractor may not assign, transfer, or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

2.13.12 Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

2.13.13 No Drafter. No party to this Contract shall be considered the drafter of this Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

2.13.14 Headings or Captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

2.13.15 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has

the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

2.13.16 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

2.13.17 Supersedes Former Contracts or Agreements. This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

2.13.18 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

2.13.19 Notice. With the exception of the Business Associate Agreement, as set forth in Section 1.5, *Business Associate Agreement*, any notices required by the Contract shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party's Contract Manager as set forth in the Contract Declarations and Execution Section. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party.

Each such notice shall be deemed to have been provided:

- At the time it is actually received in the case of hand delivery;
- Within one (1) day in the case of overnight delivery, courier or services such as Federal Express with guaranteed next-day delivery; or
- Within five (5) days after it is deposited in the U.S. Mail.

2.13.20 Cumulative Rights. The various rights, powers, options, elections, and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or

priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

2.13.21 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

2.13.22 Time is of the Essence. Time is of the essence with respect to the Contractor's performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

2.13.23 Authorization. The Contractor represents and warrants that:

2.13.23.1 It has the right, power, and authority to enter into and perform its obligations under this Contract.

2.13.23.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Contract, and this Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

2.13.24 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

2.13.25 Records Retention and Access.

2.13.25.1 Financial Records. The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State of Iowa or any other authorized representative of the State and where federal funds are involved, the Comptroller General

of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices or payments, or any other Documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When State or federal law or the terms of this Contract require compliance with the OMB Circular, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

2.13.25.1.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

2.13.25.1.2 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

2.13.25.1.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

2.13.25.1.4 The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program.

2.13.25.2 The Contractor shall retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each patient; or in the case of a minor patient or client, for a period

consistent with that established by Iowa Code § 614.1(9).

2.13.26 Audits. Local governments and non-profit subrecipient entities that expend \$750,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. 200. A copy of the final audit report shall be submitted to the Agency if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Agency that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. See the OMNI Circular, Section 200.330, Subrecipient and Contractor Determinations for a discussion of subrecipient versus contractor (vendor) relationships. The Contractor shall provide the Agency with a copy of any written audit findings or reports, whether in draft or final form, within two (2) Business Days following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

2.13.27 Reimbursement of Audit Costs. If the Auditor of the State of Iowa notifies the Agency of an issue or finding involving the Contractor's noncompliance with laws, rules, regulations, and/or contractual agreements governing the funds distributed under this Contract, the Contractor shall bear the cost of the Auditor's review and any subsequent assistance provided by the Auditor to determine compliance. The Contractor shall reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

2.13.28 Staff Qualifications and Background Checks. The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under applicable State law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or

accredited under State law or the Iowa Administrative Code.

The Agency reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor, its officers, directors, shareholders, and the Contractor's staff, agents, or subcontractors retained by the Contractor for the performance of Contract services.

2.13.29 Solicitation. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

2.13.30 Obligations Beyond Contract Term. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, *Erroneous Payments and Credits*; (2) Section 2.5.5, *Limitation of the State's Payment Obligations*; (3) Section 2.5.6, *Contractor's Contract Close-Out Duties*; (4) Section 2.7, *Indemnification*, and all subparts thereof; (5) Section 2.9, *Ownership and Security of Agency Information*, and all subparts thereof; (6) Section 2.10, *Intellectual Property*, and all subparts thereof; (7) Section 2.13.10, *Choice of Law and Forum*; (8) Section 2.13.16, *Joint and Several Liability*; (9) Section 2.13.20, *Cumulative Rights*; (10) Section 2.13.24 *Successors In Interest*; (11) Section 2.13.25, *Records Retention and Access*, and all subparts thereof; (12) Section 2.13.26, *Audits*; (13) Section 2.13.27, *Reimbursement of Audit Costs*; (14) Section 2.13.35, *Repayment Obligation*; and (15) Section 2.13.39, *Use of Name or Intellectual Property*.

2.13.31 Counterparts. The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

2.13.32 Delays or Potential Delays of Performance. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect

thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract.

Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

2.13.33 Delays or Impossibility of Performance Based on a Force Majeure. Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a Force Majeure. If a delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

If a Force Majeure delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency.

The party seeking to exercise this provision and not perform or delay performance pursuant to a Force Majeure shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

2.13.34 Right to Address the Board of Directors or Other Managing Entity. The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

2.13.35 Repayment Obligation. In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of

such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

2.13.36 Reporting Requirements. If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

2.13.37 Immunity from Liability. Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

2.13.38 Public Records. The laws of the State require procurement and contract records to be made public unless otherwise provided by law.

2.13.39 Use of Name or Intellectual Property. The Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, State agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

2.13.40 Taxes. The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on the Contractor's employees' wages. The State is exempt from State and local sales and use taxes on the Deliverables.

2.13.41 No Minimums Guaranteed. The Contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

2.14 Contract Certifications. The Contractor will fully comply with obligations herein. If any conditions within these certifications change, the Contractor will provide written notice to the Agency within twenty-four (24) hours from the date of discovery.

2.14.1 Certification of Compliance with Pro-Children Act of 1994. The Contractor must comply with Public Law 103-227, Part C Environmental

Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to Children under the age of 18, if the Deliverables are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to Children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to Children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where Women, Infants, and Children (WIC) coupons are redeemed.

The Contractor further agrees that the above language will be included in any subawards that contain provisions for Children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

2.14.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

By signing this Contract, the Contractor is providing the certification set out below:

2.14.2.1 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2.14.2.2 The Contractor shall provide immediate written notice to the Agency if at any time the Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

2.14.2.3 The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the

Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Agency for assistance in obtaining a copy of those regulations.

2.14.2.4 The Contractor agrees by signing this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.

2.14.2.5 The Contractor further agrees by signing this Contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

2.14.2.6 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

2.14.2.7 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

2.14.2.8 Except for transactions authorized under Section 2.14.2.4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2.14.2.9 The Contractor certifies, by signing this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Contract.

2.14.3 Certification Regarding Lobbying. The Contractor certifies, to the best of his or her knowledge and belief, that:

2.14.3.1 No federal appropriated funds have been paid or will be paid on behalf of the sub-grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement.

2.14.3.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2.14.3.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. 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.

2.14.4 Certification Regarding Drug Free Workplace

2.14.4.1 Requirements for Contractors. Who are Not Individuals. If the Contractor is not an individual, the Contractor agrees to provide a drug-free workplace by:

2.14.4.1.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, 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;

2.14.4.1.2 Establishing a drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The Contractor's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations;

2.14.4.1.3 Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by Subsection 2.14.4.1.1;

2.14.4.1.4 Notifying the employee in the statement required by Subsection 2.14.4.1.1 that as a condition of employment on such contract, the employee will:

- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

2.14.4.1.5 Notifying the contracting agency within ten (10) days after receiving notice under the second unnumbered bullet of Subsection 2.14.4.1.4 from an employee or otherwise receiving actual notice of such conviction;

2.14.4.1.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and

2.14.4.1.7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.14.4.2 Requirement for Individuals. If the Contractor is an individual, by signing the Contract, the Contractor agrees not to engage in the unlawful manufacture, distribution, dispensation, possession,

or use of a controlled substance in the performance of the Contract.

2.14.4.3 Notification Requirement. The Contractor shall, within thirty (30) days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

2.14.4.3.1 Take appropriate personnel action against such employee up to and including termination; or

2.14.4.3.2 Require 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.

2.14.5 Conflict of Interest. The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. If a conflict of interest is proven to the Agency, the Agency may terminate this Contract, and the Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the Agency.

2.14.6 Certification Regarding Sales and Use Tax. By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

2.14.7 Certification Regarding Iowa Code Chapter 8F. If the Contractor is or becomes subject to Iowa Code chapter 8F during the entire term of this Contract, which includes any extensions or renewals thereof, the Contractor shall comply with the following:

2.14.7.1 As a condition of entering into this Contract, the Contractor shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.

2.14.7.2 The Contractor agrees that it will provide the information described in this section to the Agency or the Legislative Services Agency upon request. The Contractor shall not impose a charge for making information available for inspection or providing information to the Agency or the Legislative Services Agency.

2.14.7.3 Pursuant to Iowa Code § 8F.4, the Contractor shall file an annual report with the Agency and the Legislative Services Agency within ten (10) months following the end of the Contractor’s fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain:

2.14.7.3.1 Financial information relative to the expenditure of State and federal moneys for the prior year pursuant to this Contract. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.

2.14.7.3.2 Financial information relating to all service contracts with the Agency during the preceding year, including the costs by category to provide the contracted services.

2.14.7.3.3 Reportable conditions in internal control or material noncompliance with provisions of laws, rules, regulations, or contractual agreements included in external audit reports of the Contractor covering the preceding year.

2.14.7.3.4 Corrective action taken or planned by the Contractor in response to reportable conditions in internal control or material noncompliance with laws, rules, regulations, or contractual agreements included in external audit reports covering the preceding year.

2.14.7.3.5 Any changes in the information submitted in accordance with Iowa Code § 8F.3

2.14.7.3.6 A certification signed by an officer and director, two directors, or the sole proprietor of the Contractor, whichever is applicable, stating the annual report is accurate and the recipient entity is in

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full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.
2.14.7.3.7 In addition, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract.

Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.
2.14.8 Reserved. (*Food and Nutrition Services Funded Contract*).

**Second Amendment to the Iowa Department of Human Services
Child Welfare Crisis Intervention, Stabilization, and Reunification Services (CISR)
Request for Proposal**

This Amendment to RFP Number ACFS 18-001 is effective as of January 10, 2017. The RFP is amended as follows:

Revision 1. Section 2.13.1 Mandatory Requirements, the last bullet is deleted.

- ~~• The Bidder's Cost Proposal(s) adheres to any pricing restrictions regarding the project budget or Administrative Costs (See RFP Section 3.3).~~