

U.S. Department of Health & Human Services

Administration for Children & Families

Office of Family Assistance

... Temporary Assistance for Needy Families (TANF)



Main Menu

Office of Family Assistance

TANF Home

About TANF

Introduction

History

Mission

Goals

Organization

Law & Regulations

Policy

Data & Reports

State Programs Information

Resources

Related Links

Frequently Asked Questions

PandemicFlu.gov

Official U.S. government website on pandemic flu and avian influenza
Get informed. Be prepared.

About TANF

Introduction

The Temporary Assistance for Needy Families (TANF) program became the TANF Bureau within the Office of Family Assistance in May 2006. The Bureau has primary responsibility for the administration of the programs authorized under titles IV-A and XVI of the Social Security Act.

Through its divisions and program units, the Bureau provides assistance and work opportunities to needy families by granting states, territories and tribes the federal funds and wide flexibility to develop and implement their own welfare programs. The assistance is time-limited and promotes work, responsibility and self-sufficiency.

The TANF block grant is administered by state, territorial and tribal agencies. Citizens can make application for TANF at the respective agency administering the program in their community. The federal government does not provide TANF assistance directly to individuals or families.

History

Under the welfare reform legislation of 1996, (the Personal Responsibility and Work Opportunity Reconciliation Act – PWRORA – Public Law 104-193), TANF replaced the welfare programs known as Aid to Families with Dependent Children (AFDC), the Job Opportunities and Basic Skills Training (JOBS) program and the Emergency Assistance (EA) program. The law ended federal entitlement to assistance and instead created TANF as a block grant that provides States, territories and tribes federal funds each year. These funds cover benefits, administrative expenses, and services targeted to needy families. TANF became effective July 1, 1997, and was reauthorized in February 2006 under the Deficit Reduction Act of 2005.

Mission

TANF is designed to help needy families achieve self-sufficiency. To carry out its mission, the TANF Bureau: 1) develops legislative, regulatory, and budgetary proposals; 2) presents operational

Senate Ways and Means

Date: 05-10-2012

Attachment: 2

5/6/2012

planning objectives and initiatives related to welfare reform to the Director; 3) oversees the progress of approved activities; 4) provides leadership and coordination for welfare reform within ACF; and 5) provides leadership and linkages with other agencies on welfare reform issues, including agencies within DHHS, relevant agencies across the Federal, State, local, and Tribal governments, and non-governmental organizations at the Federal, State, and local levels.

Goals

States receive a block grant to design and operate their programs to accomplish the purposes of TANF.

These are:

- assisting needy families so that children can be cared for in their own homes
- reducing the dependency of needy parents by promoting job preparation, work and marriage
- preventing out-of-wedlock pregnancies
- encouraging the formation and maintenance of two-parent families.

Organization

The TANF Bureau is comprised of the following divisions:

Division of State TANF Policy. The Division drafts regulations and provides policy and guidance for the TANF programs operated by States, DC, and the territories of Guam, Puerto Rico, and the Virgin Islands. It assesses plans and amendments. The Division also evaluates operations to determine compliance with program requirements and provides advice on penalty actions to be taken, including corrective action plans designed to remedy operational deficiencies. Further, Division provides technical assistance to grantees and information to the public on these topics.

Division of State and Territory TANF Management. The Division is responsible for providing technical assistance to States, Territories, localities, and community groups. The Division also oversees the implementation of the Healthy Marriage and Promoting Responsible Fatherhood programs authorized by the Deficit Reduction Act of 2005.

Division of Data Collection and Analysis. The Division is responsible for all aspects of the collection, compilation, analysis, and dissemination of statistical and financial data on the TANF program and the Aid to the Aged, Blind and Disabled programs in Guam, Puerto Rico, and the Virgin Islands.

Division of Tribal TANF Management. The Division is responsible for providing program guidance and technical assistance to:

1. federally recognized American Indian tribes and certain statutorily identified Alaska Native entities in development, implementation, and administration of tribal TANF programs,
2. federally recognized tribes and tribal organizations in implementation and administration of Native Employment Works (NEW) programs,
3. federally recognized tribes and tribal organizations in implementation and administration of Tribal TANF - Child Welfare Coordination projects and, where appropriate, providing general and specific information, guidance, and technical assistance to tribes and state and federal agencies on issues relating to these programs, related legislation and other initiatives affecting these programs.

TANF Bureau Regional Program Units. The Program Units provide program and technical administration of the TANF block grant and collaborate with ACF, States and other grantees.

[top of the page](#)

REQUEST FOR PROPOSAL (RFP)

Bid Event Number:	EVT0001052
Requisition ID:	0000006478
Document Number:	RFX0000217
Replaces Contract:	New
Date Mailed:	November 22, 2011
Closing Date:	December 20, 2011, 2:00 PM
Procurement Officer:	Tami Sherley Telephone: 785-296-3122 E-Mail Address: tami.sherley@da.ks.gov Web Address: http://da.ks.gov/purch
Item:	Services, Program Administration
Agency:	62900 Kansas Department of Social and Rehabilitation Services
Period of Contract:	January 1, 2012 through June 30, 2013 (with the option to renew for two (2) additional two (2) year periods)
Guarantee:	No Monetary Guarantee Required
Scope:	This Contract shall cover the procurement of services, program administration for the Kansas Department of Social and Rehabilitation Services during the contract period referenced above.

Event Number EVT0001052 was recently posted to the Division of Purchases Internet website. The document can be downloaded by going to the following website:

<http://www.da.ks.gov/purch/RFQ/>

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.

Specifications begin on page 22

SIGNATURE SHEET

Item: Services, Program Administration

Agency: Kansas Department of Social and Rehabilitation Services

Closing Date: December 20, 2011

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

Legal Name of Person, Firm or Corporation _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

Tax Number _____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. **DO NOT** enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.

E-Mail _____

Signature _____ Date _____

Typed Name _____ Title _____

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

Bidding Process Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

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

Award Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

1. INSTRUCTIONS

1.1. Bid Event ID / Reference Number:

The Bid Event ID / RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance ONLY DURING:

- Negotiations
- Contract Signing
- as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

1.2. Negotiated Procurement:

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

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

1.3. Appearance Before Committee:

Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

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

1.4. Cost of Preparing Proposal:

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

1.5. Preparation of Proposal:

Prices are to be entered in spaces provided on the cost proposal form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

1.6. Signature of Proposals:

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

1.7. Acknowledgment of Amendments:

All bidders shall acknowledge receipt of any amendments to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this RFP shall be issued only by the Division of Purchases in writing.

1.8. Modification of Proposals:

A bidder may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

1.9. Withdrawal of Proposals:

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at the Division of Purchases prior to the closing date.

1.10. Competition:

The purpose of this RFP is to seek competition. The bidder shall advise the Division of Purchases if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Division of Purchases no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.

1.11. Evaluation of Proposals:

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
- Adequacy and completeness of proposal
- Bidder's understanding of the project
- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

1.12. Acceptance or Rejection:

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

1.13. Proposal Disclosures:

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested bidders or their representatives may be present at the announcement at the following location:

Kansas Division of Purchases
900 Jackson Street, Room 102N
Topeka, KS 66612 1286

Bid results will not be given to individuals over the telephone or email. Results may be obtained after contract finalization by obtaining a bid tabulation from the Division of Purchases by sending (do not include with bid):

- A check for \$3.00, payable to the State of Kansas
- A self-addressed, stamped envelope
- Bid Event ID Number

Send to:

Kansas Division of Purchases

Attention: Bid Results/Copies

900 SW Jackson, Room 102N

Topeka, KS 66612 1286

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to janet.miller@da.ks.gov or calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

1.14. Disclosure of Proposal Content and Proprietary Information:

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://da.ks.gov/purch/KSOpenRecAct.doc>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

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

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

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

1.15. Exceptions:

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

1.16. Notice of Award:

An award is made on execution of the written contract by all parties.

2. PROPOSAL RESPONSE

2.1. Submission of Proposals:

Bidder's proposal shall consist of:

- One (1) original and three (3) copies of the Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents;
- One (1) original and three (3) copies of the cost proposal including the signed Event Details document,
- Two (2) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on CD or flash drive, in Microsoft® Word or Excel. Technical and cost responses shall be submitted on separate media.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID number and closing date.

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

Kansas Division of Purchases

Bid Event # EVT0001052

Closing Date: December 20, 2011

900 SW Jackson Street, Room 102N

Topeka, KS 66612 1286

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

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

2.2. Proposal Format:

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP.

2.3. Transmittal Letter:

All bidders shall respond to the following statements:

- (a) the bidder is the prime contractor and identifying all subcontractors;
- (b) the bidder is a corporation or other legal entity;
- (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- (d) the bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- (f) the bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- (g) the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- (h) whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. If the statement is in the affirmative, the bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the State;
- (i) bidder agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in state payments to Contractor; and
- (j) the bidder has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

2.4. Bidder Information:

The bidder must include a narrative of the bidder's corporation and each subcontractor if any. The narrative shall include the following:

- (a) date established;
- (b) ownership (public, partnership, subsidiary, etc.);
- (c) number of personnel, full and part time, assigned to this project by function and job title;

- (d) resources assigned to this project and the extent they are dedicated to other matters;
- (e) organizational chart;
- (f) financial statement may be required.

2.5. Qualifications:

A description of the bidder's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the Technical Proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the RFP.

2.6. Procurement Card (P-Card):

Many State Agencies use a State of Kansas Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the P-Card. Bidders shall indicate on the Event Details document if they will accept the Procurement Card for payment.

2.7. Political Subdivisions:

Political subdivisions (City, County, School Districts, etc.) are permitted to utilize contracts administered by the Division of Purchases. Please state in the area provided on the Event Details document whether or not you will allow this usage. Conditions included in this contract shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The Contractor must deal directly with the political subdivision.

3. TERMS AND CONDITIONS

3.1. Contract Documents:

This RFP, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the RFP, including any and all amendments;
- and Contractor's written proposal submitted in response to the RFP as finalized.

3.2. Contract:

The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this RFP.

3.3. Contract Formation:

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.

3.4. Notices:

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Division of Purchases
900 SW Jackson St, Room 102N
Topeka, Kansas 66612-1286

RE: Bid Event ID Number _____

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

3.5. Termination for Cause:

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.6. Termination for Convenience:

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.7. Rights and Remedies:

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.8. Force Majeure:

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

3.9. Waiver:

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

3.10. Independent Contractor:

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.11. Staff Qualifications:

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

3.12. Subcontractors:

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

3.13. Proof of Insurance:

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.

3.14. Conflict of Interest:

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

3.15. Confidentiality:

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all

the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

3.16. Nondiscrimination and Workplace Safety:

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

3.17. Environmental Protection:

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

3.18. Hold Harmless:

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

3.19. Care of State Property:

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

3.20. Prohibition of Gratuities:

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

3.21. Retention of Records:

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

3.22. Antitrust:

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

3.23. Modification:

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

3.24. Assignment:

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

3.25. Third Party Beneficiaries:

This contract shall not be construed as providing an enforceable right to any third party.

3.26. Captions:

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

3.27. Severability:

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

3.28. Governing Law:

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

3.29. Jurisdiction:

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

3.30. Mandatory Provisions:

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

3.31. Integration:

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

3.32. Debarment of State Contractors:

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or

otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

3.33. Immigration and Reform Control Act of 1986 (IRCA):

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form [<http://www.da.ks.gov/purch/CertificationImmigrationForm.doc>] with the technical proposal.

3.34. Worker Misclassification:

The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

3.35. Injunctions:

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

3.36. Statutes:

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

3.37. Federal, State and Local Taxes:

Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state

sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

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

3.38. Accounts Receivable Set-Off Program:

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

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

3.39. Definitions:

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

3.40. Definite Quantity Contract:

This Request is for a close-ended contract between the Contractor and the State to furnish a predetermined quantity of a good or service in a given period of time.

3.41. HIPAA Confidentiality:

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement

3.42. Off-Shore Sourcing:

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

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Division of Purchases and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

3.43. Experience:

All are must have a minimum of three (3) years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the bidder has completed.

3.44. Prices:

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

3.45. Payment:

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contractor's response.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

3.46. Demonstration Requirements:

A demonstration of the selected devices/equipment/solution for the using agencies may be required before final contract approval. The State of Kansas reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to the State within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if not consumed during the evaluation process.

3.47. Industry Standards:

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

3.48. Equipment:

All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid response.

3.49. Implied Requirements:

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the bidder's response.

3.50. Acceptance:

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

3.51. Ownership:

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

3.52. Software Code and Intellectual Property Rights:

As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software or software code and related intellectual property to the state entity for which it was developed.

3.53. Data:

Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the State.

3.54. Inspection:

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

3.55. New Materials, Supplies or Equipment:

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

3.56. Bidder Contracts:

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the any contract generated from this Bid Event. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

3.57. Contract Price:

Statewide contracts are awarded by the Division of Purchases to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Division of Purchases.

3.58. Transition Assistance:

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

3.59. Award:

Award will be by line item or group total, whichever is in the best interest of the State of Kansas.

4. SPECIFICATIONS

The State of Kansas is issuing this Request for Proposal to obtain competitive responses from potential vendors to provide services for Domestic Violence and Sexual Assault (DV/SA) participants who participate in the SRS Temporary Assistance for Families (TAF) Work Program, per the specifications below, for the Department of Social and Rehabilitation Services (SRS), Topeka, KS. These services for TAF recipients will meet the purpose of engaging them to overcome barriers of domestic violence and sexual assault which will impact the family by decreasing the number of children removed from the home and increasing the level of healthy parent involvement. **The vendor will be encouraged to work with faith-based** and community supports to increase the unification of two (2) parent families and promote pregnancy prevention through abstinence based programs. The vendor shall maintain a data base for all services, reporting and outcomes reporting to the SRS/Economic Employment Support (EES), Kansas.

4.1. **Term of Contract:** The term of this contract is from January 1, 2102 through June 30, 2013 with the option to renew for two (2) additional two (2) year period(s) by written agreement of the parties.

4.2 **Background and History:**

The state of Kansas has historically recognized the need to provide support services for TAF recipients who are victims of DV/SA. The goal has been to provide safe environments for participants, children and families to remove barriers towards achieving self-sufficiency and obtaining employment. Since 1999, TAF families have disclosed DV/SA and been afforded the opportunity to work with local DV/SA agencies.

4.3 **Purpose and Scope of Work:**

To provide services for DV/SA participants who participate in the SRS TAF Work Program. Services shall be provided according to processes established in the TAF Work Program activity. DV/SA case managers shall provide direct service to TAF work program participants while maintaining an environment where participants feel safe to disclose abuse during the process and work with EES towards achieving self-sufficiency and obtaining gainful employment.

Domestic violence refers to the victimization of a person with whom the abuser has or has had an intimate romantic or spousal relationship. It includes violence against both men and women and may encompass social/financial isolation, deprivation, physical, emotional and/or mental abuse.

Throughout the contract period, the Contractor shall provide awareness, assessment, safety information and referral, options, and procedures to only SRS-referred TAF work program participants at statewide locations as agreed upon between the two (2) parties. If subcontracted services are used, the Contractor shall provide management, including oversight, guidance and monitoring of those subcontracted services. In addition, the

Contractor shall provide statewide DV/SA training to EES case managers as detailed in Section 4.4 DV/SA Case Managers.

The Contractor shall administer TANF funds to promote healthy families, parenthood Initiatives and pregnancy prevention through abstinence based program services to encourage the formation of two parent families within the confines of keeping individuals and families safe, reducing both child abuse and domestic violence.

DV/SA case managers shall tailor services according to participant needs. This shall include DV/SA assessments for services and any or all of the following: ongoing assessments, safety planning, assistance with legal protection orders, legal advocacy, shelter, job search and employment-related services, as well as referrals for clothing, child care, low-cost safe housing, and other needs or services related to safety, independence, and self-sufficiency. Individual therapy and group counseling will be provided by Licensed Professional(s) statewide.

This contract is awarded for statewide services to include all counties within Kansas.

4.4 Services to be Provided by Contractor: The Contractor shall:

- A. Hire DV/SA case managers with a minimum of two (2) years case management experience in DV/SA or a Bachelor's degree in a related field.
- B. Ensure all DV/SA services are standardized and provided consistently in every county within the state of Kansas.
- C. Not hire a DV/SA participant as a DV/SA case manager who has received DV/SA services within the last three (3) years.
- D. Not allow DV/SA case managers to serve family member(s).
- E. Provide ongoing statewide training to DV/SA case managers. Training shall include but is not limited to:
 - DV/SA case management training,
 - SRS processes for referrals to DV/SA program,
 - Communication processes between DV/SA case managers and SRS case managers,
 - Transfer of all DV/SA cases statewide, consistency of all protocol between Contractor and SRS,
 - Reporting requirements to SRS,
 - Appropriate and efficient electronic communication compatible with the existing state servers,
 - Partnering with community and faith based organizations to understand cultural needs of the individuals and communities.
- F. Provide ongoing statewide DV/SA training to EES case manager DV/SA topics as it relates to TAF customer and services provided by the contractor.
- G. Assign a specific designee(s) to conduct all points of business concerning this contract. (i.e., finance, program coordination, etc.)
- H. Provide the following core services:
 - All participants will have access to competent, free and confidential services.

- Participants eligible for Medicaid shall be referred to a Licensed Professional for individual or group counseling by the contractor. Participants not eligible for Medicaid shall be referred for therapy sessions led by Licensed Professional(s).
 - Interpretive services shall be provided when needed.
 - Universally accessible services regardless of ethnicity, educational or economic status, spiritual beliefs, physical or mental ability.
 - Support DV/SA participants in mandatory work program requirements to assist them in remaining eligible for TAF benefits as defined in Section 4.13 Performance Outcomes of RFP.
- I. Complete and submit to SRS Monthly Invoices of documented actual expenses for the DV/SA program as detailed in Section 4.12 Reports of RFP.
 - J. DV/SA case manager shall provide the EES case manager with a monthly progress report by the 10th of the following month. Reports shall include the participant's weekly contact, compliance or non-compliance with work program requirements and safety issues. This shall also include individual progress in employment, income, changes in residence or household composition.
 - K. Schedule and facilitate DV/SA regional meetings between SRS and DV/SA contractor and staff, not less than quarterly.
 - L. Schedule and facilitate with SRS staff DV/SA statewide quarterly conference calls, not less than quarterly.
 - M. Ensure executive director(s) and/or supervisor(s) will attend regularly scheduled on-site meetings or teleconferences, address specific issues and recommendations to enhance communications at a local level.
 - N. Notify SRS immediately both orally and in writing, within the same day, when a high level issue or critical incident arises in any way that was not permitted by this contract. All high level issues or critical incidents will immediately be reported to SRS on the same day Contractor becomes aware this occurred. This includes notifying SRS of any high level issue or critical incident that may involve other agencies as well as SRS, the press, media, etc.
 - O. Notify SRS when a breach of contract occurs, no later than 24 hours (services to non-TAF recipients, etc.)
 - P. Assure that contact (as defined in Definitions) with a potential DV/SA customer has been made within three (3) working days from the date of the referral or one (1) working day for crisis intervention.
 - Q. Provide specific information to SRS upon request within three (3) working days.
 - R. Complete and submit reports to SRS as specified and detailed in Section 4 of RFP.
 - S. Provide emergency placement services for all participants as needed.
 - T. Build and maintain a network of local community partners available to accept referrals of DV/SA participants.
 - U. Align DV/SA case manager(s) work hours, holidays, inclement weather policy to existing SRS agency policy. DV/SA case managers will make their schedules available and contact information available to SRS staff during working hours.
 - V. Notify the appropriate SRS office of any absenteeism immediately, if possible but not later than 9:00 AM on the day the absence occurs. Contractor shall ensure back-up coverage is provided whenever absences occur.

4.5 Coordination at the Local Level: SRS and Contractor shall:

- A. Provide DV/SA services as referenced in the Kansas Economic and Employment Support Manual (KEESM) 3330.9
<http://content.srs.ks.gov/ees/KEESM/Current/Home.htm> .
- B. Work closely with SRS field offices to establish local goals and objectives for the contract term, involving other local staff and stakeholders as appropriate. Promote local coordination through periodic meetings within each region, no less than quarterly.
- C. Establish a local referral process so TAF customers can have easy and immediate access to DV/SA services including crisis intervention response within one (1) working day.

4.6 DV/SA Case Managers shall:

- A. Refer DV/SA customers to other entities as needed.
- B. Coordinate with the SRS case managers and other SRS staff to assure quality services for customer, to build a cooperative partnership and maintain program integrity in the SRS services.
- C. Assure that contact (as defined in Definitions) has been made within three (3) working days from the date of receipt of the referral or within one (1) working day for crisis intervention response.
- D. Discuss reporting responsibilities to SRS with DV/SA participants regarding compliance or non-compliance with work program requirements, safety issues and DV/SA services are limited to 18 months lifetime limit. This includes individual progress in employment, income changes in residence or household composition.
- E. Submit a completed DV/SA monthly report form for each DV/SA participants to the appropriate EES supervisor, EES case manager and the DV/SA contractor by the 10th of the following month including activities above in (D), work participation hours, etc. In no case will identifying information be released that would jeopardize victim's safety.
- F. Provide education and information to the customer about resources, self-sufficiency, recovery and legal options as needed.
- G. DV/SA services are limited to 18 months lifetime limit:
 - By the 6th month of DV/SA services, establish a work program plan in coordination with the EES case manager to assist the participant in participating in required self-sufficiency activities.
 - Within the first six (6) months, DV/SA participant will attend counseling provided by a licensed professional.
 - At nine (9) months, provide report identifying DV/SA participants who still have barriers impeding their progress and ability to move into SRS work programs. A corrective action plan defining steps to be taken to remove the barriers shall be provided. Counseling with a Licensed Professional must be included in the corrective action plan.

- From the 1st and no later than the 12th month of DV/SA services, assist participant in coordination with EES case manager in participation employment focused activities.
 - From the 1st to the 18th month of DV/SA services, assist and support the DV/SA participant in coordination with the EES case manager in obtaining and maintaining gainful employment.
 - At end of 18 months (or during a corrective action plan), if the DV/SA participant has permanent mental or emotional impairments that prevent from moving into SRS work programs, an exit plan must be in place. However, the exit plan will not extend SRS DV/SA services. DV/SA case manager will develop exit plan, include documentation from a Licensed Professional to confirm finding(s) and a recommendation to apply for disability determination. This shall be submitted to EES Coordinator for approval purposes. DV/SA case manager shall refer DV/SA participant to EES case manager to refer to disability determination and/or other appropriate programs.
 - At end of 18 months if safety remains an issue, the DV/SA participant will be offered the opportunity for the Safe at Home (SaH) Program (address confidentiality program) administered by the Secretary of State's office. At any time during the 18 months, the DV/SA participant may be placed in the SaH Program.
 - DV/SA case manager will transition DV/SA participant out of DV/SA services by the 18th month. DV/SA services will not be provided after 18 months.
- H. Assure contact with DV/SA participant is made at least weekly in person and supplemented by weekly phone calls and e-mails.
- I. Schedule six (6) month meeting with DV/SA participant, EES case manager and DV/SA case manager to review progress and services the participant may need.
- J. Assure any SRS equipment is used properly, not for personal use. (Printer, phones, copier, fax machine, work space, chairs.) SRS does not provide supplies such as pens, papers, paper clips, postage, etc.

4.7 HIPPA: Confidentiality under the Health Insurance Portability and Accountability Act, 1996 (HIPPA): SRS is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that SRS could not. This protection continues as long as the data is in the hands of the Contractor/Grantee. Definition: For purposes of this section, the terms "Protected Health Information" and "PHI" mean individually identifiable information in any medium pertaining to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, that Contractor/Grantee receives from SRS of that Contractor/Grantee creates or receives on behalf of SRS. The terms "Protected Health Information" and "PHI" apply to the original data and to any health data derived or extracted from the original data that has not been de-identified. Electronic protected health information (EPHI) is a subset of PHI and means individually identifiable health information that is transmitted by or maintained in electronic media.

- A. Required/Permitted Uses Section 164.504(e)(2)(i): Contractor/Grantee is required/permitted to use the PHI for the following purposes:
- (1) To secure or enhance safety of victims of sexual and domestic violence referred by SRS and their children.
 - (2) To seek emergency medical and/or psychological or psychiatric treatment for victims of sexual and domestic violence referred by SRS and their children or to assist them in seeking emergency treatment.
 - (3) To secure or assist in securing follow-up medical care for victims of sexual and domestic violence referred by SRS.
 - (4) To assist victims of sexual and domestic violence referred by SRS in applying for Social Security or other types of disability benefits.
 - (5) To assist victims of sexual and domestic violence referred by SRS, law enforcement, or legal entities in gathering evidence related to the abuse.
 - (6) To carry out the terms and requirements of the RFP/contract.
- B. Required/Permitted Disclosures Section 164.504(e)(2)(i): Contractor/Grantee shall disclose SRS' PHI only as allowed herein or as specifically directed by SRS. Disclosure shall be made only on a need-to-know basis.
- C. Limitation of Use and Disclosure Section 164.504(e)(2)(ii)(A): Contractor/Grantee agrees that it will not use or further disclose the PHI other than as Permitted or required by this contract or as required by law.
- D. Disclosures Allowed for Management and Administration Section 164.504(e)(2)(i)(A) and 164.504(e)(4)(i): Contractor/Grantee is permitted to use and disclose PHI received from SRS in its capacity as a Contractor/Grantee to SRS if such use is necessary for proper management and administration of the Contractor/Grantee or to carry out the legal responsibilities of the Contractor/Grantee.
- E. Minimum Necessary: Contractor/Grantee agrees to limit the amount of PHI used and/or disclosed pursuant to this section to the minimum necessary to achieve the purpose of the use and disclosure.
- F. Safeguarding and Securing PHI Sections 164.308, 164.310, 164.312, 164.314 and 164.504(e)(2)(ii)(B): Contractor/Grantee agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or EPHI that the Contractor/Grantee creates, receives, maintains, or transmits. Contractor/Grantee will furnish SRS with a written description of such safeguards taken upon request. Contractor/Grantee agrees to allow authorized representatives of SRS access to premises where the PHI and/or EPHI is kept for the purpose of inspecting physical security arrangements.
- G. Agents and Subcontractors Section 164.504(e)(2)(ii)(D): Contractor/Grantee will ensure that any entity, including agents and subcontractors, to whom it discloses PHI received from SRS or created or received by Contractor/Grantee on behalf of SRS, agrees to the same restrictions, conditions and safeguards that apply to Contractor/Grantee with respect to such information.
- H. Right to Review: SRS reserves the right to review terms of agreements and contracts between the Contractor/Grantee and subcontractors as they relate to the use and disclosure of PHI belonging to SRS.

- I. Ownership: Contractor/Grantee shall at all times recognize SRS' ownership of the PHI.
- J. Notification Section 164.304, 164.314(a)(2)(C) and 164.504(e)(2)(ii)(C):
Contractor/Grantee shall notify SRS both orally and in writing of any use of disclosure of PHI and/or EPHI not allowed by the provisions of this RFP and resulting Contract of which it becomes aware, and of any instance where the PHI is subpoenaed, copied or removed by anyone except an authorized representative of SRS of the Contractor/Grantee. The Contractor/Grantee shall report to SRS any security incident within 5 business days of becoming aware of such incident. For the purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with systems operations in an information system.
- K. Transmission of PHI Section 164.312 I(1) and 164.312 I(2):
Contractor/Grantee agrees to follow the HIPAA standards with regard to the transmission of PHI.
- L. Employee Compliance with Applicable Laws and Regulations:
Contractor/Grantee agrees to require each of its employees having any involvement with the PHI to comply with applicable laws and regulations relating to security, confidentiality and privacy of the PHI and with the provisions of this RFP and resulting Contract.
- M. Custodial Responsibility:
The Secretary of the contracting agency (successful bidder) is designated as the custodian of PHI and will be responsible for observance of all conditions of use. If custodianship is transferred within the organization, Contractor/Grantee shall notify SRS promptly.
- N. Access, Amendment, and Accounting of Disclosures Section 164.504(e)(2)(ii)(E-G):
Contractor/Grantee will provide access to the PHI in accordance with 45 C.F.R. Section 164.524. Contractor/Grantee will make the PHI available for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Section 164.526. Contractor/Grantee will make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528.
- O. Documentation Verifying HIPAA Compliance Section 164.504(e)(2)(ii)(H):
Contractor/Grantee will make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of Health and Human Services for purposes of determining SRS' compliance with 45 C.F.R. Parts 160 and 164. Contractor/Grantee will make these same policies, procedures, and documentation available to SRS or its designee upon request.
- P. Contract Termination Section 164.314(a)(2)(i)(D) and 164.504(e)(2)(ii)(I):
Contractor/Grantee agrees that within 90 days of the termination of this contract, it will return or destroy, at SRS' direction, any and all PHI that it maintains in any form and will retain no copies of the PHI. If the return or destruction of the PHI is not feasible, the protections of this section of the contract shall be extended to the information, and further use and disclosure of PHI is limited to those purposes that make the return or destruction of PHI infeasible. Any use or disclosure of PHI except for the limited purpose is prohibited.

Q. Termination for Compliance Violation Section 164.314(a)(2)(i)(D) 164.504(e)(2)(iii) and Section 164.504(e)(1)(ii):

Contractor/Grantee acknowledges that SRS is authorized to terminate the contract resulting from this RFP if SRS determines that Contractor/Grantee has violated a material term of this section of the Contract. If termination of the Contract is not feasible due to an unreasonable burden on SRS, Contractor/Grantee's violation will be reported to the Secretary of Health and Human Services, along with steps SRS took to cure or end the violation or breach and the basis for note terminating the Contract.

4.8 SRS Central Office Staff and Contractor Administrative Staff shall:

- A. Meet periodically to discuss plans for the next fiscal year, review progress of the current or past fiscal year, establish plans of action for identified problems, and review stakeholder coordination progress and plans. SRS Central Office staff and the contractor shall communicate on an ongoing basis.
- B. Work together to form a stakeholder network of resources. Some of these stakeholders may include, but are not limited to, SRS Children and Family Services (CFS), SRS Child Support Enforcement (CSE), Addiction and Prevention Services (AAPS), local domestic violence/sexual assault agencies, mental health, law enforcement, school districts and other entities focused on promoting healthy families and parenthood initiatives.
- C. Work together on strategies to notify all TAF applicants and participants of DV/SA services.
- D. Collaborate actively in the maintenance of the program. This shall include, but not necessarily limited to:
 - 1) Attending and actively participating in program meetings, training, and informational sessions.
 - 2) Providing for joint customer interviews/meetings when appropriate or a minimum of once each six (6) months, especially when additional SRS services are needed. Exceptions to this shall be rare and considered on an individual basis based upon agreed criteria between SRS and the Contractor.
- E. Promote the DV/SA program among SRS staff, TAF work program participants, service providers, and the general public. This shall include, but not limited to ensuring that SRS staff are informed about the program and educated about sexual abuse and domestic violence and the debilitating effects they can have, both in the short and long term. This may include having educational material available, speaking jointly with the contractor at service provider meeting or public forums, and related activities.
- F. Promote exchange of appropriate case-specific information between contractor and SRS as needed to assure accurate TAF benefit levels, following requirements of Section 4.6 in the RFP.
- G. Welcome and encourage free exchange of input and feedback of each agency's output and initiatives as they relate to DV/SA.

4.9 SRS Central Office Staff shall:

- A. Assign an SRS central office staff member to serve as liaison with contractor and SRS for program coordination and policy issues.

- B. Assign an SRS central office staff member to serve as liaison with contractor for contract and payment issues.

4.10 Deliverables:

- A. Four (4) quarterly summary project reports detailed in Section 4.12 Reports of RFP for SFY and FFY.
- B. A year-end summary report of services and activities provided for the entire contract term for SFY and FFY.
- C. Training sessions for SRS staff and service providers about sexual abuse and domestic violence and their long-term effects. (Four (4) quarterly training sessions).
- D. Provision of awareness, assessment, safety and referral information, options, and procedures to TAF participants at the locations and hours agreed upon between the two (2) parties.
- E. Provision of information to all applicants and recipients regarding voluntary disclosure of DV/SA. This information shall also be available in lobbies and SRS public access sites reflecting support for participants of domestic violence, which includes, but is not limited to, posters, flyers, brochures, resource lists of available services. The information should include emergency phone numbers, resources, confidentiality protection and available SRS services.
- F. Emergency placement services for all participants as needed.
- G. Partnerships with local DV service providers.

4.11 Performance Guarantees:

- A. A 2% late, inaccurate or incomplete fee for reports will apply. The monthly invoice will be reduced by 2% that month for payment.
- B. If a Contractor fails to maintain adequate internal controls to ensure the contract provisions are applied appropriately, SRS will reduce the contract award in the amount of the actual fiscal loss due to the breach of contract. SRS will take the penalty by reducing the contract invoice payable for the month following our decision a breach has occurred.

4.12 Reports:

A. Quarterly Summary Project Reports:

Contractor shall submit four (4) summary project reports to SRS during the contract term:

- November 15 (for the first quarter of July 1 – September 30)
- February 15 (for the second quarter of October 1 – December 31)
- May 15 (for the third quarter of January 1 – March 31)
- August 15 (for the final quarter of April 1 – June 30)

SRS may request more frequent reports if needed. For statistical items in the Report, the contractor shall provide data for both the quarter and the year-to-date by SFY and FFY.

A 2% late, inaccurate or incomplete fee for reports will apply. The monthly invoice will be reduced by 2% that month for payment. Each quarterly report shall include:

- 1) The number of EES staff trained, by SRS region.
- 2) The number and type of SRS staff (non-EES) trained, by SRS region.
- 3) The type of training provided.

- 4) The compiled results of the training evaluations and shall include attendance records per Section 4.13 (6) Performance Outcome in RFP.
 - 5) The number of potentially TAF-eligible customers receiving information about DV/SA services.
 - 6) The number of participant referrals.
 - 7) The number of DV/SA program participants, per month.
 - 8) The number of participants who were employed when they entered the DV/SA program.
 - 9) The number of participants who gained employment during the time they were in the DV/SA work program activity at 6 months, 12 months and 18 months.
 - 10) The number of participants involved in Work Program activities at 6 months, 12 months, and 18 months. In no case will identifying information be released that would jeopardize victim's safety.
 - 11) The number and amount of participant assistance payments paid from this contract for DV/SA participants.
- B. Monthly Report to SRS:
- 1) Identify unduplicated DV/SA participants which will be due by the 10th of the following month. These DV/SA participants will be identified using the SRS participant number provided at referral.
 - 2) Provide detailed report to EES to identify all DV/SA participants using the SRS participant number receiving DV/SA services 18 months and need exit plan approval by EES Coordinator in Central Office.
- C. Report listing customers failing to meet adequate progress with specific and individual corrective action plan. None of the information requested to be reported will violate VAWA.
- D. Invoices
- 1) Monthly invoices reporting line-item DV/SA expenses for the invoice month will be due to SRS by the 20th day of the following month.
 - 2) Upon receipt of Contractor's monthly invoice, SRS will review the invoiced expenses for approval, and then authorize payments for the approved expenses.
 - 3) All payments will be in accordance with the Kansas Prompt Payment Act.
- E. Year-End List of Training Needs
- 1) By August 15 of the contract term, the Contractor shall submit a year-end list of training needs of SRS staff, service providers, and DV/SA case managers.
- F. Year-end summary report is due August 15.
- G. Contractor shall provide EES with a copy of contractor's most current audit report.
- H. The number of DV/SA program participants annually, non-duplicated.
- I. Contractor shall send report to SRS/EES Central Office staff.

4.13 Performance Outcomes:

As SRS DV/SA services are limited to 18 months, these outcomes assure the participant will be ready to continue in appropriate SRS work program activities to gain self-sufficiency.

- 1) At end of six (6) months in DV/SA participation, 90% of DV/SA participants will report ready to move into SRS work programs.
- 2) Within the first six (6) months, DV/SA participant will attend counseling provided by a Licensed Professional .
- 3) At nine (9) months, provide report identifying DV/SA participants who still have barriers impeding their progress and ability to move into SRS work programs. A corrective action plan defining steps to be taken to remove the barriers shall be provided. Counseling with a licensed professional must be included in the corrective action plan.
- 4) At end of 12 months in DV/SA participation, 90% should be in SRS work programs. DV/SA advocates will coordinate with EES case manager for SRS services that will lend to skills, employment and job opportunities to find a work component that is doable.
- 5) At end of 18 months in DV/SA participation, 90% of participants will be employed.
- 6) At end of 18 months (or during a corrective action plan), if DV/SA participant has permanent mental or emotional impairments that prevent from moving into SRS work programs, an exit plan must be in place. However, the exit plan will not extend SRS DV/SA services. DV/SA case manager will develop exit plan, include documentation from a Licensed Professional to confirm finding(s) and also recommends applying for disability determination. This shall be submitted to EES Coordinator for approval purposes. DV/SA case manager shall refer DV/SA participant to EES case manager to refer to disability determination and/or other appropriate programs.
- 7) At end of 18 months if safety remains an issue, the DV/SA participant will be offered the opportunity for the Safe at Home (SaH) Program (address confidentiality program) administered by the Secretary of State's office. At any time during the 18 months, the DV/SA participant may be placed in the SaH Program.
- 8) DV/SA subcontractors will attend DV/SA trainings, participate in conference calls. i.e., Executive Directors, Assistant Directors, etc. DV/SA services will last no longer than 18 months. At end of 18 months, services will revert back to SRS/EES case managers to provide work program services. If additional DV/SA services are indicated, participants are to be referred to local DV/SA agencies. This will NOT exempt the DV/SA participant from meeting TANF work program participation requirements.

4.14 State Resources to be Provided:

SRS offices that have DV/SA advocates stations there will provide advocates with office space and usage of telephone, fax and copier. Office space may consist of a work station and basic furniture, use of a conference room, interview room, or other available space. SRS does not provide supplies such as pens, paper, paper clips, postage, etc.

4.15 Implementation/Action Plan:

Bidder shall provide detailed action plan/timeline to implement DV/SA services by January 1, 2012 on a statewide basis.

4.16 Qualifications to Bid:

- A. Bidders must have a minimum three (3) years continuous experience in delivering DV/SA services to recipients of a social service agency.
- B. Must become a member of National Coalition Against Domestic Violence within 90 days per contract award.
- C. Must be a Community-Based Organization that:
 - 1) focuses primarily on domestic violence, dating violence, sexual assault, or stalking; healthy families initiative, pregnancy prevention through abstinence based programming, parent involvement, and child abuse reduction;
 - 2) has established a specialized culturally specific program that addresses domestic violence, dating violence, sexual assault, or stalking; healthy families initiative, pregnancy prevention through abstinence based programs, parent involvement, child abuse reduction;
 - 3) has a primary focus on underserved populations (and includes representatives of these populations) and domestic violence, dating violence, sexual assault, or stalking; or
 - 4) obtains expertise, or shows demonstrated capacity to work effectively, on domestic violence, dating violence, sexual assault, and stalking through collaboration.

5. COST SHEET

Bidder Name: _____

Bidders are instructed to provide a firm, fixed price to perform services described in the Specifications Section. In addition, bidders shall provide with the Cost Proposal an estimated line-item budget supporting the firm fixed prices and RFP information. All related costs shall be figured into the amount including in-state travel and report writing. SRS will not provide employment benefits.

SRS will not provide computers or internet service, or any other office equipment/supplies such as pens, paper, paper clips, postage, etc.

Those SRS offices that have DV/SA advocate stations will provide advocates with office space and usage of telephone, fax and copier. Office space may consist of a work station and basic furniture, use of a conference room, interview room, or other available space. SRS will negotiate later in the event that DV/SA advocate stations are not available in SRS offices.

SRS anticipates the Domestic Violence/Sexual Assault (DV/SA) contractor will work at least 40 hours per week throughout the life of the contract providing DV/SA services to DV/SA survivors deemed eligible by SRS policies. Bidders shall submit a cost for the initial contract periods and subsequent renewal options.

Firm, Fixed Fee for the following contract periods:

COST

Initial Contract Term:

Date of Award through June 30, 2013

\$ _____

Optional, Renewal Periods:

July 1, 2013 through June 30, 2015

\$ _____

July 1, 2015 through June 30, 2017

\$ _____

State of Kansas
 Department of Administration
 DA-146a (Rev. 10-11)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

RFP & KCSDV verbage (updated 05/03/12)

<p>RFP verbage</p>	<p>KCSDV letter 05/01/12</p>
<p>None – not optional</p>	<p>KCSDV was not afforded an opportunity to discuss these programmatic changes before they were included in the RFP.</p>
<p>Section 4.4 (H) pg. 24, 2nd bullet - Participants eligible for Medicaid shall be referred to a <u>Licensed Professional for individual or group counseling</u> by the contractor. Participants not eligible for Medicaid shall be referred for <u>therapy sessions led by Licensed Professional(s)</u>.</p>	<p>Mandatory psychological evaluations</p>
<p>Section 4.6 (G) pg. 25, 2nd/ 3rd (pg. 25) , 6th (pg/ 26) bullet – 2nd - <u>Within the first six (6) months, DV/SA participant will attend counseling provided by a licensed professional.</u></p>	
<p>3rd - At nine (9) months, provide report identifying DV/SA participants who still have barriers impeding their progress and ability to move into SRS work programs. A corrective action plan defining steps to be taken to remove the barriers shall be provided. <u>Counseling with a Licensed Professional must be included in the corrective action plan.</u></p>	
<p>6th - At end of 18 months (or during a corrective action plan), if the DV/SA participant has permanent mental or emotional impairments that prevent from moving into SRS work programs, an exit plan must be in place. However, the exit plan will not extend SRS DV/SA services. DV/SA case manager will develop exit plan, <u>include documentation from a Licensed Professional to confirm finding(s) and a recommendation to apply for disability determination.</u> This shall be submitted to EES Coordinator for approval purposes. DV/SA case manager shall refer DV/SA participant to EES case manager to refer to disability determination and/or other</p>	

<p>appropriate programs.</p> <p>Amendment #1 (Q & A's #7) – Answer: Survivors in DV/SA work program will be referred to <u>Licensed Counselors</u> who are Medicaid providers to receive group and individual counseling. The Contractor is not expected to pay for <u>individual or group counseling services</u>. Information regarding attendance of the survivor will be reported to the EES case manager by the DV/SA case manager.</p>	
<p>See above responses for Mandatory psychological evaluations.</p>	<p>Mandatory therapy</p>
<p>Amendment #1, (Q & A's #4) – Answer: DV/SA participants may be currently participating in SRS TANF work program activities. There will also be new referrals to the DV/SA case managers. These DV/SA case managers will be responsible to assist in establishing work program coordination with the EES case manager. The DV/SA case manager and the EES case manager will coordinate services to reduce barriers of DV/SA survivors.</p> <p>Yes, DV/SA case managers are responsible to work with EES case managers in establishing work program plans. If barriers exist at 9 months after receiving DV/SA services, DV/SA case managers will provide a report identifying those barriers impeding the survivor's progress and a <u>corrective action plan</u> to remove the barriers. In addition, <u>counseling with a Licensed Professional</u> must be included in the <u>corrective action plan</u>.</p>	<p>Mandatory "corrective actions plan"</p>
<p>Section 4.3 (Amendment #2) - The Contractor is responsible for promoting healthy families and parenthood initiatives, including out-of-wedlock pregnancy prevention, which may contain an abstinence element for teens.</p> <p>Amendment #2 (Q & A's, see #1) - Kansas will award a contract to the most viable bidder. The contractor awarded this bid will administer the TANF funds. While the contractor is ultimately responsible for promoting healthy families, parenthood</p>	<p>Abstinence-based pregnancy prevention services for teens, even though OARS services are not provided to minors</p>

<p>initiatives and <u>out-of-wedlock pregnancy prevention</u> which would contain an abstinence element for teens, the contractor is encouraged to reach out to faith based and community agencies to assist in providing these services.</p>	
<p>Section 4.3 (Amendment #2, 4th bullet/TANF purpose #4) – To encourage the formation and maintenance of <u>two-parent families</u>.</p>	<p>Requiring the contractor to encourage two-parent families, without regard to the danger faced by survivors as they seek to leave a violent relationship</p>
<p>Section 4.3 (Amendment #2) - The Contractor is responsible for <u>promoting healthy families and parenthood initiatives</u>, including out-of-wedlock pregnancy prevention, which may contain an abstinence element for teens.</p> <p>Section 4.3 (Amendment #2) - The primary purpose of this program is ensuring the safety and security of victims of domestic violence and their families. The first priority of the service provider should be <u>keeping individuals and families safe</u> in a way that reduces both domestic violence and child abuse.</p>	
<p>Section 4.6 (G) pg. 26, 5th bullet – From the <u>1st</u> to the <u>18th</u> month of DV/SA services, assist and support the DV/SA participant in coordination with the EES case manager in <u>obtaining and maintaining gainful employment</u>.</p> <p>Section 4.12 (A) 9th bullet – The number of participants who <u>gained employment</u> during the time they were in the DV/SA work program activity at 6 months, 12 months and <u>18 months</u>.</p>	<p>Requiring that 90% of survivors receiving services will be employed at the end of 18 months</p>
<p>Section 4.13 (5) – At <u>end of 18 months</u> in DV/SA participation, 90% of participants will be <u>employed</u>.</p>	
<p>Section 4.6 (G) pg. 26, 8th bullet – DV/SA case manager will transition DV/SA participant out of DV/SA services by the <u>18th month</u>. <u>DV/SA services will not be provided after 18 months</u>.</p>	<p>Limiting domestic violence and sexual assault services to a life-time limit of 18 month</p>

AMENDMENT
Request for Proposal

Amendment Date: January 23, 2012
Amendment Number: 2
Bid Event ID: EVT0001052
Document Number: RFX0000217
Closing Date: January 31, 2012, 2:00 PM
Procurement Officer: Tami Sherley
Telephone: 785-296-3122
E-Mail Address: tami.sherley@da.ks.gov
Web Address: <http://da.ks.gov/purch>
Item: Services, Program Administration
Agency: Kansas Department of Social and Rehabilitation Services
Period of Contract: Date of Award through June 30, 2013
(with the option to renew for two (2) additional two (2) year periods)

Conditions:

1. Section 4.3 of the RFP is amended as follows:

Temporary Assistance for Needy Families (TANF) was passed under the welfare reform legislation of 1996, (the Personal Responsibility and Work Opportunity Reconciliation Act or PWRORA). These funds cover benefits, administrative expenses, and services targeted to needy families. States must use their TANF funding in any manner reasonably calculated to accomplish the purposes of TANF. These purposes are:

- to provide assistance to needy families so that children can be cared for in their own homes
- to reduce dependency by promoting job preparation, work and marriage
- to prevent out-of-wedlock pregnancies
- to encourage the formation and maintenance of two-parent families

The contract for Domestic violence and sexual assault services are to be paid with TANF dollars appropriated to the state by the U.S. Department of Health and Human Services, and therefore required to meet the purposes of TANF. The Contractor awarded this bid shall administer TANF funds.

The primary purpose of this program is ensuring the safety and security of victims of domestic violence and their families. The first priority of the service provider should be keeping individuals and families safe in a way that reduces both domestic violence and child abuse.

As shown in the recent CDC study¹ on sexual and domestic violence by intimate partners, prevention services are an important component in the continuum of services which constitute successful domestic violence and sexual assault programs. These prevention services should include "healthy families" aspects, which also encompasses three out of the four TANF purposes. The Contractor is responsible for promoting healthy families and parenthood initiatives, including out-of-wedlock pregnancy prevention, which may contain an abstinence element for teens.

As is the tradition in the state, the Contractor is encouraged to expand client choices by reaching out to faith-based and community agencies to assist in providing these services.

A signed copy of this Amendment must be submitted with your bid. If your bid response has been returned, submit this Amendment by the closing date indicated above.

I (We) have read and understand this amendment and agree it is a part of my (our) bid response.

NAME OF COMPANY OR FIRM: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

Amendment Number 2 EVT0001052 was recently posted to the Division of Purchases Internet website. The bid document can be downloaded by going to the following website:

<http://www.da.ks.gov/purch/RFQ/>

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

¹ *The National Intimate Partner and Sexual Violence Survey: 2010 Summary Report* is a publication of the National Center for Injury Prevention and Control of the Centers for Disease Control and Prevention.

EXECUTIVE SUMMARY

See Pg 4

Sexual violence, stalking, and intimate partner violence are major public health problems in the United States. Many survivors of these forms of violence can experience physical injury, mental health consequences such as depression, anxiety, low self-esteem, and suicide attempts, and other health consequences such as gastrointestinal disorders, substance abuse, sexually transmitted diseases, and gynecological or pregnancy complications. These consequences can lead to hospitalization, disability, or death.

Our understanding of these forms of violence has grown substantially over the years. However, timely, ongoing, and comparable national and state-level data are lacking. Less is also known about how these forms of violence impact specific populations in the United States or the extent to which rape, stalking, or violence by a romantic or sexual partner are experienced in childhood and adolescence.

CDC's National Center for Injury Prevention and Control launched the National Intimate Partner and Sexual Violence Survey in 2010 with the support of the National Institute of Justice and the Department of Defense to address these gaps.

The primary objectives of the National Intimate Partner and Sexual Violence Survey are to describe:

- The prevalence and characteristics of sexual

violence, stalking, and intimate partner violence

- Who is most likely to experience these forms of violence
- The patterns and impact of the violence experienced by specific perpetrators
- The health consequences of these forms of violence

The National Intimate Partner and Sexual Violence Survey is an ongoing, nationally representative random digit dial (RDD) telephone survey that collects information about experiences of sexual violence, stalking, and intimate partner violence among non-institutionalized English and/or Spanish-speaking women and men aged 18 or older in the United States. NISVS provides detailed information on the magnitude and characteristics of these forms of violence for the nation and for individual states.

This report presents information related to several types of violence that have not previously been measured in a national population-based survey, including types of sexual violence other than rape; expressive psychological aggression and coercive control, and control of reproductive or sexual health. This report also provides the first ever simultaneous national and state-level prevalence estimates of violence for all states.

The findings presented in this report are for 2010, the first year

of data collection, and are based on complete interviews. Complete interviews were obtained from 16,507 adults (9,086 women and 7,421 men). The relative standard error (RSE), which is a measure of an estimate's reliability, was calculated for all estimates in this report. If the RSE was greater than 30%, the estimate was deemed unreliable and is not reported.

Consideration was also given to the case count. If the estimate was based on a numerator ≤ 20 , the estimate is also not reported. Estimates for certain types of violence reported by subgroups of men such as rape victimization by racial/ethnic group are not shown because the number of men in these subgroups reporting rape was too small to calculate a reliable estimate. These tables are included in the report so that the reader can easily determine what was assessed and where gaps remain.

Key Findings

Sexual Violence by Any Perpetrator

- Nearly 1 in 5 women (18.3%) and 1 in 71 men (1.4%) in the United States have been raped at some time in their lives, including completed forced penetration, attempted forced penetration, or alcohol/drug facilitated completed penetration.
- More than half (51.1%) of female victims of rape reported being raped by an intimate partner and 40.8% by an acquaintance; for male victims, more than

half (52.4%) reported being raped by an acquaintance and 15.1% by a stranger.

- Approximately 1 in 21 men (4.8%) reported that they were made to penetrate someone else during their lifetime; most men who were made to penetrate someone else reported that the perpetrator was either an intimate partner (44.8%) or an acquaintance (44.7%).
- An estimated 13% of women and 6% of men have experienced sexual coercion in their lifetime (i.e., unwanted sexual penetration after being pressured in a nonphysical way); and 27.2% of women and 11.7% of men have experienced unwanted sexual contact.
- Most female victims of completed rape (79.6%) experienced their first rape before the age of 25; 42.2% experienced their first completed rape before the age of 18 years.
- More than one-quarter of male victims of completed rape (27.8%) experienced their first rape when they were 10 years of age or younger.

Stalking Victimization by Any Perpetrator

- One in 6 women (16.2%) and 1 in 19 men (5.2%) in the United States have experienced stalking victimization at some point during their lifetime in which they felt very fearful or believed that they or someone close to them would be harmed or killed.
- Two-thirds (66.2%) of female victims of stalking were stalked by a current or former intimate partner; men were primarily stalked by an intimate partner

or an acquaintance, 41.4% and 40.0%, respectively.

- Repeatedly receiving unwanted telephone calls, voice, or text messages was the most commonly experienced stalking tactic for both female and male victims of stalking (78.8% for women and 75.9% for men).
- More than half of female victims and more than one-third of male victims of stalking indicated that they were stalked before the age of 25; about 1 in 5 female victims and 1 in 14 male victims experienced stalking between the ages of 11 and 17.

Violence by an Intimate Partner

- More than 1 in 3 women (35.6%) and more than 1 in 4 men (28.5%) in the United States have experienced rape, physical violence, and/or stalking by an intimate partner in their lifetime.
- Among victims of intimate partner violence, more than 1 in 3 women experienced multiple forms of rape, stalking, or physical violence; 92.1% of male victims experienced physical violence alone, and 6.3% experienced physical violence and stalking.
- Nearly 1 in 10 women in the United States (9.4%) has been raped by an intimate partner in her lifetime, and an estimated 16.9% of women and 8.0% of men have experienced sexual violence other than rape by an intimate partner at some point in their lifetime.
- About 1 in 4 women (24.3%) and 1 in 7 men (13.8%) have experienced severe physical violence by an intimate

partner (e.g., hit with a fist or something hard, beaten, slammed against something) at some point in their lifetime.

- An estimated 10.7% of women and 2.1% of men have been stalked by an intimate partner during their lifetime.
- Nearly half of all women and men in the United States have experienced psychological aggression by an intimate partner in their lifetime (48.4% and 48.8%, respectively).
- Most female and male victims of rape, physical violence, and/or stalking by an intimate partner (69% of female victims; 53% of male victims) experienced some form of intimate partner violence for the first time before 25 years of age.

Impact of Violence by an Intimate Partner

- Nearly 3 in 10 women and 1 in 10 men in the United States have experienced rape, physical violence, and/or stalking by an intimate partner and reported at least one impact related to experiencing these or other forms of violent behavior in the relationship (e.g., being fearful, concerned for safety, post traumatic stress disorder (PTSD) symptoms, need for health care, injury, contacting a crisis hotline, need for housing services, need for victim's advocate services, need for legal services, missed at least one day of work or school).

Violence Experienced by Race/Ethnicity

- Approximately 1 in 5 Black (22.0%) and White (18.8%) non-Hispanic women, and 1 in 7 Hispanic women (14.6%) in the

United States have experienced rape at some point in their lives. More than one-quarter of women (26.9%) who identified as American Indian or as Alaska Native and 1 in 3 women (33.5%) who identified as multiracial non-Hispanic reported rape victimization in their lifetime.

- One out of 59 White non-Hispanic men (1.7%) has experienced rape at some point in his life. Nearly one-third of multiracial non-Hispanic men (31.6%) and over one-quarter of Hispanic men (26.2%) reported sexual violence other than rape in their lifetimes.
- Approximately 1 in 3 multiracial non-Hispanic women (30.6%) and 1 in 4 American Indian or Alaska Native women (22.7%) reported being stalked during their lifetimes. One in 5 Black non-Hispanic women (19.6%), 1 in 6 White non-Hispanic women (16.0%), and 1 in 7 Hispanic women (15.2%) experienced stalking in their lifetimes.
- Approximately 1 in 17 Black non-Hispanic men (6.0%), and 1 in 20 White non-Hispanic men (5.1%) and Hispanic men (5.1%) in the United States experienced stalking in their lifetime.
- Approximately 4 out of every 10 women of non-Hispanic Black or American Indian or Alaska Native race/ethnicity (43.7% and 46.0%, respectively), and 1 in 2 multiracial non-Hispanic women (53.8%) have experienced rape, physical violence, and/or stalking by an intimate partner in their lifetime.
- Nearly half (45.3%) of American Indian or Alaska Native men and almost 4 out of every 10 Black and multiracial men (38.6% and 39.3%, respectively) experienced

rape, physical violence and/or stalking by an intimate partner during their lifetime.

Number and Sex of Perpetrators

- Across all types of violence, the majority of both female and male victims reported experiencing violence from one perpetrator.
- Across all types of violence, the majority of female victims reported that their perpetrators were male.
- Male rape victims and male victims of non-contact unwanted sexual experiences reported predominantly male perpetrators. Nearly half of stalking victimizations against males were also perpetrated by males. Perpetrators of other forms of violence against males were mostly female.

Violence in the 12 Months Prior to Taking the Survey

- One percent, or approximately 1.3 million women, reported being raped by any perpetrator in the 12 months prior to taking the survey.
- Approximately 1 in 20 women and men (5.6% and 5.3%, respectively) experienced sexual violence victimization other than rape by any perpetrator in the 12 months prior to taking the survey.
- About 4% of women and 1.3% of men were stalked in the 12 months prior to taking the survey.
- An estimated 1 in 17 women and 1 in 20 men (5.9% and 5.0%, respectively) experienced rape, physical violence, and/or stalking by an intimate partner in the 12 months prior to taking the survey.

Health Consequences

- Men and women who experienced rape or stalking by any perpetrator or physical violence by an intimate partner in their lifetime were more likely to report frequent headaches, chronic pain, difficulty with sleeping, activity limitations, poor physical health and poor mental health than men and women who did not experience these forms of violence. Women who had experienced these forms of violence were also more likely to report having asthma, irritable bowel syndrome, and diabetes than women who did not experience these forms of violence.

State-Level Estimates

- Across all types of violence examined in this report, state-level estimates varied with lifetime estimates for women ranging from 11.4% to 29.2% for rape; 28.9% to 58% for sexual violence other than rape; and 25.3% to 49.1% for rape, physical violence, and/or stalking by an intimate partner.
- For men, lifetime estimates ranged from 10.8% to 33.7% for sexual violence other than rape; and 17.4% to 41.2% for rape, physical violence, and/or stalking by an intimate partner.

Implications for Prevention

The findings in this report underscore the heavy toll that sexual violence, stalking, and intimate partner violence places on women, men, and children in the United States. Violence often begins at

an early age and commonly leads to negative health consequences across the lifespan. Collective action is needed to implement prevention approaches, ensure appropriate responses, and support these efforts based on strong data and research.

* Prevention efforts should start early by promoting healthy, respectful relationships in families by fostering healthy parent-child relationships and developing positive family dynamics and emotionally supportive environments. These environments provide a strong foundation for children, help them to adopt positive interactions based on respect and trust, and foster effective and non-violent communication and conflict resolution in their peer and dating relationships. It is equally important to continue addressing the beliefs, attitudes and messages that are deeply embedded in our social structures and that create a climate that condones sexual violence, stalking, and intimate partner violence. For example, this can be done through norms change, changing policies and enforcing existing policies against violence, and promoting bystander approaches to prevent violence before it happens.

In addition to prevention efforts, survivors of sexual violence, stalking, and intimate partner violence need coordinated services to ensure healing and prevent recurrence of victimization. The healthcare system's response must be strengthened and better coordinated for both sexual violence and intimate partner violence survivors to help navigate the health care system

and access needed services and resources in the short and long term. One way to strengthen the response to survivors is through increased training of healthcare professionals. It is also critically important to ensure that legal, housing, mental health, and other services and resources are available and accessible to survivors.

An important part of any response to sexual violence, stalking, and intimate partner violence is to hold perpetrators accountable. Survivors may be reluctant to disclose their victimization for a variety of reasons including shame, embarrassment, fear of retribution from perpetrators, or a belief that they may not receive support from law enforcement. Laws may also not be enforced adequately or consistently and perpetrators may become more dangerous after their victims report these crimes. It is important to enhance training efforts within the criminal justice system to better engage and support survivors and thus hold perpetrators accountable for their crimes.

Implementing strong data systems for the monitoring and evaluation of sexual violence, stalking, and intimate partner violence is critical to understand trends in these problems, to provide information on which to base development and evaluation of prevention and intervention programs, and to monitor and measure the effectiveness of these efforts. Establishing cost-efficient and timely surveillance systems for all states, by using consistent definitions and uniform survey methods, will assist states

by providing policymakers much needed information for enhancing prevention efforts at the state level.

Ongoing data collection and monitoring of these problems through NISVS and other data sources at the local, state, and national level must lead to further research to develop and evaluate strategies to effectively prevent first-time perpetration of sexual violence, stalking, and intimate partner violence. This research should focus on key gaps to address the social and economic conditions (e.g., poverty, sexism, and other forms of discrimination and social exclusion) that increase risk for perpetration and victimization. This work should be complemented with efforts to monitor strategies being used by the field, to identify and rigorously evaluate these approaches and document their value. As effective strategies are identified, research examining how to best disseminate, implement, and adapt evidence-based prevention strategies, will become increasingly important.

Much progress has been made in the prevention of violence. There is strong reason to believe that the application of effective strategies combined with the capacity to implement them will make a difference. The lessons already learned during public health's short experience with violence prevention are consistent with those from public health's much longer experience with the prevention of infectious and chronic diseases. Sexual violence, stalking, and intimate partner violence can be prevented with data-driven, collaborative action.