STATE OF MONTANA
REQUEST FOR PROPOSAL (RFP)

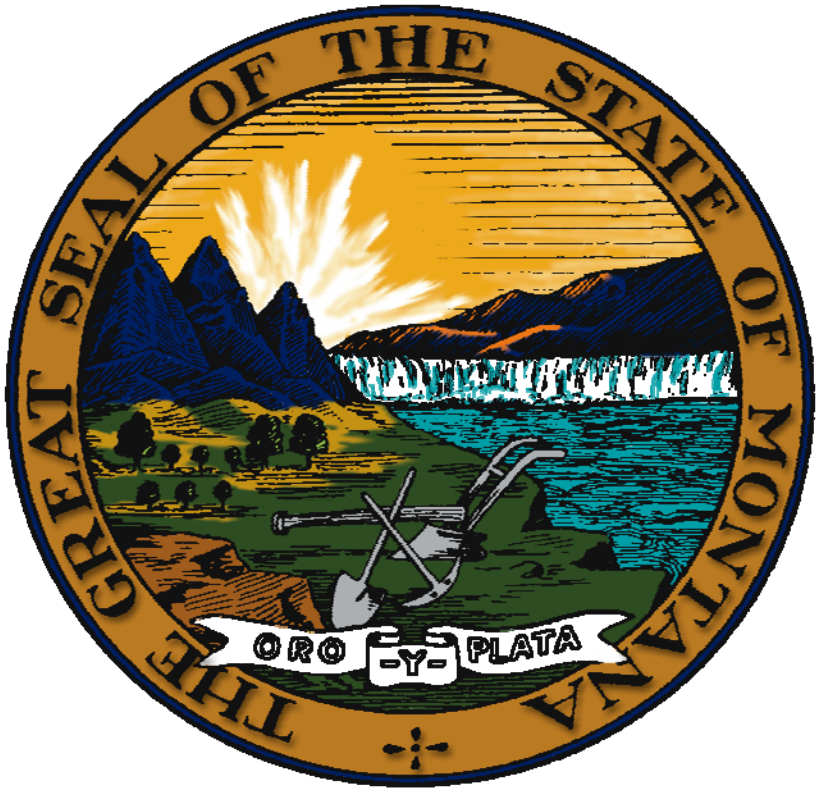
RFP Number: 00012	RFP Title: In-Home/Reunification services Grant
RFP Response Due Date and Time: April 17 2009 5 PM, Local Time	Number of Pages:

ISSUING AGENCY INFORMATION	
Procurement Officer: Monica Poole-Lillyblad, In-Home/Reunification services Grant Manager	Issue Date: Feb. 20, 2009
Department of Public Health and Human Services Child and Family Services Division PO Box 8005 1400 Broadway Helena, MT 59604	Phone: 406-444-5921 Fax: 406-444-5956

INSTRUCTIONS TO OFFERORS	
Return Sealed Proposal to: Monica Poole-Lillyblad Department of Public Health and Human Services Child and Family Services Division PO Box 8005 1400 Broadway Helena, MT 59604	Mark Face of Envelope/Package: In-Home/Reunification services Grant RFP Number: 00015 RFP Response Due Date: April 17, 2009 Special Instructions:
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror E-mail Address:	
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

State of Montana
Department of Public Health and Human Services



Request
For Proposals concerning In-Home/Reunification services Grant in the Miles City, Lame Deer and Colstrip Areas, with some Services in Dawson, Prairie, Garfield, Treasure, Rosebud, Wibaux, Custer, Powder River, Fallon and Carter Counties.

TABLE OF CONTENTS

Instructions to Offerors **4**
Schedule of Events 5

Section 1: Project Overview and Instructions 6
1.0 Project Overview 6
1.1 Contract Term 6
1.2 Single Point of Contact 6
1.3 Required Review 6
1.4 General Requirements 7
1.5 Submitting a Proposal 8
1.6 Cost of Preparing a Proposal 10

Section 2: RFP Standard Information 11
2.0 Authority 11
2.1 Offeror Competition 11
2.2 Receipt of Proposals and Public Inspection 11
2.3 Classification and Evaluation of Proposals 12
2.4 State's Rights Reserved 13

Section 3: Scope of Project 15

Section 4: Offeror Qualifications/Informational Requirements 24
4.0 State's Right to Investigate and Reject 24
4.1 Offeror Qualifications/Informational Requirements 24

Section 5: Cost Proposal 28

Section 6: Evaluation Process 32

Appendix A - Standard Terms and Conditions 34

Appendix B - Contract 39

INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are ***never*** accepted.

The following items MUST be included in the response to be considered responsive.
Failure to include any of these items may result in a nonresponsive determination.

Signed Cover Sheet

Signed Addenda (if appropriate)

Point-by-Point response to all sections and

Response to Appendices A and B

Complete answers to all requirements of Sections 3, 4, and 5

Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form if claiming information to be confidential or proprietary This affidavit form is available on the General Services Division's website at: http://gsd.mt.gov/procurement/forms.asp or by calling (406) 444-2575

SCHEDULE OF EVENTS

EVENT	DATE
RFP Issue Date	Feb 20 2009
Deadline for Receipt of Written Questions	March 4 2009
Deadline for Posting Written Responses to the State's Website	March 13 2009
RFP Response due Date	April 17 2009
Intended Date for Contract Award	**July 1, 2009**

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Department of Public Health and Human Services, Child and Family Services Division (hereinafter referred to as "the State") is seeking a contractor to provide In-Home/Reunification services in Miles City, Lame Deer and Colstrip Areas, with some Services in Dawson, Prairie, Garfield, Treasure, Rosebud, Wibaux, Custer, Powder River, Fallon and Carter Counties. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of 1 year beginning July 1 2009 and ending June 30 2010. Renewals of the contract, by mutual agreement of both parties, may be made at one year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years, at the option of the State.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of** the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Monica Poole-Lillyblad
Address: 1400 Broadway
Telephone Number: (406) 444-5921
Fax Number: (406) 444-5956
E-mail Address: Mpoole-lillyblad@mt.gov

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements

within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before March 4 2009. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline will not be considered.

1.3.3 State's Response. The State will provide an official written response by March 13, 2009 to all questions received by March 4 2009. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at http://gsd.mt.gov/osbs by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.4 GENERAL REQUIREMENTS

1.4.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.4.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State

and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.4.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.4.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.4.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.4.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn, or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.5 SUBMITTING A PROPOSAL

1.5.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. ***A point-by-point response to all numbered sections, subsections, and appendices is required.*** If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response, or utilize a blanket response for the entire section, with the following statement:

"(Offeror's Name)" understands and will comply.

An offeror making the statement “Refer to our literature…” or “Please see www…….com” may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**

All proposals will be bound, written in 12 point font, Times New Roman. Failure to adhere to this will mean a reduction in points and the return of your proposal for correction.

1.5.1 Organization of Proposal. Offerors must submit a signed copy of the RFP cover sheet to respond to this RFP. The proposal will be double spaced in 12 point Times New Roman font, bound.

1.5.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.5.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.5.4 Budget. Offerors ***must*** respond to this RFP by utilizing the Budget outline described in Section 5. This budget outline serves as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price.

1.5.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and** 4 **copies** to the **Child and Family Services Division.** The State reserves the right to request an electronic copy of the RFP response. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to the RFP ***Proposals must be received at the receptionist’s desk of the Department of Public Health and Human Services prior to 5:00p.m, local time, April 17, 2009. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

1.5.6 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.6 COST OF PREPARING A PROPOSAL

1.6.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract. The Contractor can not recoup RFP related expenses from the contract award.

1.6.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See section 18-4-304, MCA. The State will make a copier available for interested parties to use at $0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4,

MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: http://gsd.mt.gov/procurement/forms.asp or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of non responsibility. If an offeror is found non responsible, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP.

Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Achieve Passing Score. Any proposal that fails to achieve **60% of the total available points for Sections 3,4,and 5 (or a total of 60 points)** will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.7 Best and Final Offer. The Best and Final Offer is an option available to the State under the RFP process, which permits the State to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The State reserves the right to request a best and final offer for this RFP, if any, based on price/cost alone.

2.3.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/ evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee’s recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to the State.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluator's/ evaluation committee's recommendation, the procurement officer will issue a “Request for Documents Notice” to the highest scoring offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the “Request for

Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place**. The procurement officer will notify all other offerors of the State's selection.

2.3.10 Contract Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in the contract and set out in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the State may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (section 18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- Not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (section 18-4-313, MCA).

SECTION 3: SCOPE OF PROJECT

3.0 General

3.0.1 Funding Source The STATE OF MONTANA, Department of Public Health and Human Services, Child and Family Services Division is charged with administering and distributing the federal funds provided by the 1979 IV-B Social Security Act, Part B Child Welfare services, Subpart 2 Promoting Safe and Stable Families.

(1) IN GENERAL.--From the amount described in section 436(a) for any fiscal year that remains after applying section 436(b) and subsection (b) of this section for the fiscal year, the Secretary shall allot to each State (other than an Indian tribe) which is not specified in subsection (b) of this section an amount equal to such remaining amount multiplied by the food stamp percentage of the State for the fiscal year.
(2) FOOD STAMP PERCENTAGE DEFINED.--

(A) IN GENERAL.--As used in paragraph (1) of this subsection, the term "food stamp percentage" means, with respect to a State and a fiscal year, the average monthly number of children receiving food stamp benefits in the State for months in the 3 fiscal years referred to in subparagraph (B) of this paragraph, as determined from sample surveys made under section 16(c) of the Food Stamp Act of 1977, expressed as a percentage of the average monthly number of children receiving food stamp benefits in the States described in such paragraph (1) for months in such 3 fiscal years, as so determined.
(B) FISCAL YEARS USED IN CALCULATION.--For purposes of the calculation pursuant to subparagraph (A), the Secretary shall use data for the 3 most recent fiscal years, preceding the fiscal year for which the State's allotment is calculated under this subsection, for which such data are available to the Secretary.

3.0.2 Program Goals SEC. 430. (a) FINDINGS.-The Congress finds that there is a continuing urgent need to protect children and to strengthen families as demonstrated by the following:

(1) Family support programs directed at specific vulnerable populations have had positive effects on parents, children, or both. The vulnerable populations for which programs have been shown to be effective include teenage mothers with young children and families that have children with special needs.
(2) Family preservation programs have been shown to provide extensive and intensive services to families in crisis.

(3) The time lines established by the Adoption and Safe Families Act of 1997 have made the prompt availability of services to address family problems (and in particular the prompt availability of appropriate services and treatment addressing substance abuse) an important factor in successful family reunification.
(4) The rapid increases in the annual number of adoptions since the enactment of the Adoption and Safe Families Act of 1997 have created a growing need for post adoption services and for service providers with the particular knowledge and skills required to address the unique issues adoptive families and children may face.

(b) PURPOSE.-The purpose of this program is to enable States to develop and establish, or expand, and to operate coordinated programs of community-based family support services, family preservation services, time-limited family reunification services, and adoption promotion and support services to accomplish the following objectives:

(1) To prevent child maltreatment among families at risk through the provision of supportive family services.
(2) To assure children's safety within the home and preserve intact families in which children have been maltreated, when the family's problems can be addressed effectively.
(3) To address the problems of families whose children have been placed in foster care so that reunification may occur in a safe and stable manner in accordance with the Adoption and Safe Families Act of 1997.
(4) To support adoptive families by providing support services as necessary so that they can make a lifetime commitment to their children.

3.0.3. Funding Limitations The funding award for this grant shall not exceed $ 135,000.00. The geographical location of this award is to serve children and families within the Miles City, Lame Deer and Colstrip Areas, with some Services in Dawson, Prairie, Garfield, Treasure, Rosebud, Wibaux, Custer, Powder River, Fallon and Carter Counties areas. Each grant award will be a minimum of $10,000 with a maximum of $135,000 for the entire service area. The payment for services to be provided is based on a fee for service calculation. The billing and fee for service information is contained in Section 5.

You will also be asked in Section 4.3.16 to estimate how many hours of service can you provide for contract period with an yearly budget requested amount. This number will be used to calculate your Fee for Service hourly rate.

3.1 GUILDING PRINCIPLES

3.1.1. The basic relationship between programs and families must be one of respect. A project's first priority is to establish and maintain this relationship as the vehicle through which growth and change can occur.

3.1.2 Families have strengths and can change. Many maltreating families have the capacity to change their abusive/neglectful behavior, given sufficient help and resources to do so.

3.1.3 Growing up in a family is optimal for children, as long as children's safety can be assured. Maintaining the family as a unit preserves the bonding and loving relationship with parents and siblings. It allows the children to grow and develop within the culture and environment most familiar to them.

3.1.4 The most successful treatment plans are family driven, responding to the family's stated needs rather than a categorical definition of services.

3.1.5 Programs are community based, culturally and socially relevant to families and often a bridge between families and other services outside the scope of the program.

3.1.6 Home visiting, parenting education, other parenting skill building information about human development, and supervised visitation are essential elements of In-Home/Reunification services programs. Supervised visitation is crucial for reunification purposes; the longer a parent and child are physically separated, the less likely it is that reunification will occur.

3.1.7 Expectations for family support and education programs must be kept modest and in keeping with the project directive. These supportive services are not a substitute for essential services, i.e. affordable housing, health care, childcare, employment, etc.

3.1.8 Most parents do not intend to harm their children. Abuse and neglect are the result of a combination of factors: psychological, social, situational, and societal. All families may need assistance at some point to manage difficult stresses, to learn more appropriate parenting skills and to be supported in their parenting roles.

3.1.9 Child maltreatment is a community problem; no single agency, individual, or discipline has the necessary knowledge, skills, resources, or societal mandate to provide the services depends on the community's ability to work in a multi-disciplinary, collaborative approach.

3.1.10 Local program staff need time, skill, and support to build relationships with families and children, emphasizing trust, respect, and empowerment. For programs to attend adequately to the varied support and guidance needs of families, it is critical that staff has solid organizational and financial foundations and technical assistance.

3.2 GOALS

3.2.1 To increase the capacities of at-risk families to nurture their children in healthy environments by providing parents with the knowledge, skills, confidence and support to do so.

3.2.2 To decrease the incidence of child abuse and neglect of referred families.

3.2.3 To increase parents role in their children's lives.

3.2.4 To reunify families when possible.

3.2.5 To promote self-sufficiency among families.

3.2.6 To decrease the length of time the child remains in foster care.

3.3 ANTICIPATED OUTCOMES

3.3.1 Enhanced parent/child bonding, emotional ties, and communication.

3.3.2 Reasonable efforts will be successful to prevent removal from their family of origin.

3.3.3 Improved outcomes for permanency.

3.3.4 Permanent and consistent involvement of parents in their children's upbringing.

3.3.5 Increased parental skills in coping with stresses of infant and child care.

3.3.6 Reasonable efforts will be successful to reunify a child from the family from which the child was removed.

3.3.7 Improved family self-sufficiency.

3.4 CLIENT POPULATIONS TO BE SERVED

3.4.1 In-Home/Reunification services will be provided upon CPS referral only.

3.4.2 Families at risk of child abuse and neglect referred only by the Department of Public Health and Human Services (DPHHS) but who are not an open Child Protective Services (CPS) case. Self referrals and other agency referrals must be referred to DPHHS staff before being made eligible for services under the In-Home/Reunification services contract at the discretion of the designated CFSD staff person in the service area. Otherwise self referrals and other agency referrals are not populations that may be served.

3.4.2.1 Families at risk of child abuse and neglect who have recently been referred to DPHHS whose children have not been removed but have an open CPS case.

3.4.2.2 Families who have had their children removed by DPHHS and are working a treatment plan for reunification.

3.5 SERVICES TO BE PROVIDED

Services begin when contractors receive referrals from DPHHS CPS specialists, using a CFSD 050 Referral Form.

3.5.1 Service Categories. The project must provide:

3.5.1.1FAMILY PRESERVATION SERVICES.--The term "family preservation services" means services for children and families designed to help families (including adoptive and extended families) at risk or in crisis, including--

3.5.1.1.1programs designed to help children—

(i) where safe and appropriate, return to families from which they have been removed; or

(ii) be placed for adoption, with a legal guardian, or, if adoption or legal guardianship is determined not to be safe and appropriate for a child, in some other planned, permanent living arrangement;

3.5.1.1.2 Pre-placement preventive services programs, such as intensive family preservation programs, designed to help children at risk of foster care placement remain safely with their families;

3.5.1.1.3 Service programs designed to provide follow up care to families to whom a child has been returned after a foster care placement;

3.5.1.1.5 services designed to improve parenting skills (by reinforcing parents' confidence in their strengths, and helping them to identify where improvement is needed and to obtain assistance in improving those skills) with respect to matters such as child development, family budgeting, coping with stress, health, and nutrition;

3.5.1.1.7 Transportation to or from any of the services and activities described in this subparagraph

3.5.1.2 FAMILY SUPPORT SERVICES.--The term "family support services" means community-based services to promote the safety and well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development. Additional Family Support Services a project may provide one or more of the following:

3.5.1.2.1 In-depth education for parents on issues relating to parents and children who live apart.

3.5.1.2.2 Provision of a trained person who can assess the needs of parents and children who have been separated or living apart and/or in out-of-home placement, and to make recommendations on matters conductive to family bonding or upon other matters that need immediate attention.

3.5.1.2.3 Transportation of children to and from the facility.

3.5.1.2.4 A library of current information or disbursement of current and pertinent information on child development, parenting, and separation issues for families and professionals.

3.5.1.2.5 Activities that improve bonds between children and their parents.

3.5.1.2.6 Consultation services among separated family members.

3.5.1.3 TIME-LIMITED FAMILY REUNIFICATION SERVICES.--

3.5.1.3.1 IN GENERAL.--The term 'time-limited family reunification services' means the services and activities) that are provided to a child that is removed from the child's home and placed in a foster family home or a child care institution and to the parents or primary caregiver of such a child, in order to facilitate the reunification of the child safely and appropriately within a timely fashion, but only during the 15-month period that begins on the date that the child, pursuant to section 475(5)(F), is considered to have entered foster care.

3.5.1.3.2 SERVICES AND ACTIVITIES DESCRIBED.--The services and activities described in this subparagraph are the following:

3.5.1.3.2.1 Supervised visits must be goal oriented with objectives and strategy and practical suggestions.

3.5.1.3.2.2 Supervised visits will reflect the needs as outlined in the treatment plans.

3.5.1.3.2.3 Visits will incorporate strategies that promote/teach problem solving, communication, skill development in creative play and interaction.

3.5.1.3.2.4 Supervised visits will incorporate strategies to teach appropriate discipline.

3.5.1.3.2.5 Supervised visitation must be appropriate and safe.

3.5.1.3.2.6 Supervised visitation should take place initially at contractor's office or other objective place. Later on, supervised visitations may take place in a more natural community based setting.

3.5.1.3.2.7 Transportation to or from any of the services and activities described in this subparagraph

Due to the minimal funding amounts available under this grant, providers are encouraged to seek funding from additional sources. The State recommends that providers receive specific training in the areas of access and visitation.

3.5.2 No CPS Referral can be served with educational classes only. Services must include a combination of home visiting services or supervised parent child visitation services.

3.5.3 A primary focus, In-Home Service activities shall always maintain an emphasis on child safety and well being.

3.5.4 Direct service staff and supervisor will regularly review individual case progress for families currently utilizing In-Home/Reunification services.

3.5.5 Client records As with any human service program, documentation and accountability are required. These records must be maintained for 10 years after the youngest child's 18th birthday, and upon discontinuation of services with CFSD, must be surrendered to this agency. For each eligible client served, the contractor shall maintain client case records consisting of, but not limited to:

- Family and child demographics
    - Race for the purpose of Indian Child Welfare Act (ICWA) Compliance
    - Social Security numbers
    - Parental information including, both sets of parents names and current living location
- The Referral Form CFSD, as devised by the Department
- Log or family contact form, devised by the Department, including service hours and providers
- The CFSD treatment plan, if applicable
- A Family Service Plan as developed by staff, family and the CPS social worker, if applicable
- Documentation of nature of services, voluntary or mandatory
- Signed statements of confidentiality and any other necessary releases
- Evaluation reports/surveys/etc. as required by DPHHS
- If an applicant for services is denied, the reason for denial must be recorded
- Any forthcoming CFSD forms, implemented in conjunction with training on use
- Case notes detailing all contacts with or in reference to a family.

3.6 CONTRACTOR SKILLS AND ABILITIES

3.6.1 Staff must be willing to work as team members with individuals suffering from mental health, chemical dependency issues, and physical and/or mental disabilities.

3.6.2 Staff should have training or experience I the areas of divorce/separation, family breakups, child development, parenting skills, child

abuse and neglect and correlated problems, low income and cultural issues, as well as an understanding of out-of-home placement issues.

3.6.3 Staff must document progress (or lack thereof) in measurable terms suggesting changes to facilitate the successful completion of each goal. Staff must also have the skills and motivation to submit required reports to DPHHS in a timely manner.

3.6.4 Staff will provide progress reports to the referring supervisor on open CPS cases on a predetermined basis; that is, as specified on the Referral Form, 050.

3.6.5 If a Family Service Plan is developed, contractor needs to participate in its development. If already developed, contractor needs to comply with Plan and have input into future modifications.

3.6.6 Staff shall demonstrate personal characteristics such as being non-judgmental, compassionate, and have the ability to establish and maintain a trusting relationship with clients, referring agencies, DPHHS personnel, and other community representatives, as well as have relevant life experiences and skills to achieve the outcomes outlined.

3.6.7 Staff will be skilled at promoting consensuses among estranged family members and building bonds with parents and children.

3.6.8 The offeror will have criteria and procedures in place to guide supervisors, staff and families in recognizing when it is appropriate to discontinue In-Home/Reunification services.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.2 OFFEROR'S EXPERIENCE AND CAPABILITIES

Please describe the population to be served, general demographics and numbers along with the following:

4.2.1 Organizational information

- Name, address, telephone number, fax number, and e-mail address of the offeror's corporate office and the name of the director or chief executive officer.
- Name, address, telephone number, fax number, and e-mail address of the financial officer or other responsible fiscal person.
- Name, addresses, and phone numbers of board members, if applicable.
- Proof of incorporation or statement of government status.
- A description of the mission of the organization.
- A short description of the organization, the services it provides, its location and its years of operation.

- A brief narrative describing the offeror's experience as it relates to the project.
- A description of the offeror's resources demonstrating:
    - A strong administrative capacity to provide effective In-Home/Reunification services.
    - An adequate transportation capacity to transport clients for In-Home/Reunification services if needed
    - Adequate space for a designated area for supervised visitation
    - An area for information distribution and/or library materials
    - Fiscal stability. Include the organization's most recent audit, if applicable. Also, include a copy of its latest 990 Report to the IRS.
    - Other funding sources to be used to continue the delivery of your services in the even of funding reductions, how would you propose to continue the services?
    - In the event that key staff persons were absent, would there be others to continue the service?
    - Describe your other resources, community support, and community colorations.
    - The ability to retain records during the contracting period, as well as make records available when you, the providing agency, is no longer contracting for these services with the CFSD.

4.2.2. Professional Capacity

4.2.2.1 Staffing capacity. List all staff and consultant positions and average work hours per week assigned to the project. Include corresponding job descriptions and job descriptions of positions yet to be hired.

4.2.2.2 Resumes of staff and consultants, containing pertinent training and background information including but not limited to mandatory child abuse/neglect reporting, establishing boundaries, parent-child bonding, reunification, and in the fiscal competencies necessary to deliver the services outlined in section 3.

4.2.2.3 Describe your understanding of parent/child bonding, how to promote family bonding, family preservation services and family reunification. Describe the barriers to be overcome.

4.2.2.4 Describe the particular barriers that must be overcome when a child has been abused or neglected.

4.2.2.5 Provide any additional information, such as publications and newspaper articles, related to the offeror's organization, personnel, and experience that substantiates its capabilities to perform the described services.

4.2.2.6 Provide proof of a valid MT driver's license, criminal background checks, and CPS background checks on all employees.

4.3 PROGRAM DESIGN AND WORK PLAN

Provide answers to the items listed below that describe where and how the program operates it is important to set out a clearly stated work plan with goals, objectives, and primary activities/service tasks with accompanying time frames that will convincingly demonstrate to the State what the offeror intends to do. This information should relate back to the goals and outcomes identified in Section 3. Also, to be included are descriptions of certain aspects of your program, such as assurance of cultural sensitivity and valid internal assessment/monitoring controls. The proposal should be limited to no more than twenty (20) pages of narrative.

4.3.1 Objectives, Describe in detail your objectives

4.3.2 Describe all services to be provided under this In-Home/Reunification services project. Include average timelines for provision of each service. Include average frequency of service provision duration and anticipated number of families and children to benefit from each service category. Address each of the following service categories that are applicable to your project: supervised visitation, transportation, parent education activities, family behavior skill building, organizational skill building, Family Group Decision Making meetings, family resource room, consultation and others.

4.3.3 Describe your project's collaborative network and interconnection with other agencies.

4.3.4 Describe your organization's capacity and skills in the area of cultural sensitivity and plans to further develop this capacity.

4.3.5 Describe how your project builds upon family strengths and exhibits respectful and responsive treatment.

4.3.6 Describe the geographic area for service sites and the services your program will provide at each site.

4.3.7 Who will make the decisions on which families to accept for services. How will your project prioritize, if demand for service is greater than you can supply.

4.3.8 How will your program address In-Home/Reunification services.

4.3.9 Describe why you feel your services would be appropriate, and how would you insure quality and effective services.

4.3.10 How will you prioritize if service demand is more than supply?

4.3.11 Describe the discharge criteria and procedures for clients exiting services. Who will make the decision on when families can be discharged?

4.3.12 What approaches will be used when working with disenfranchised or "hard to reach" families?

4.3.13 Procedures to deal with hostile or abusive situations

4.3.14 Describe desired outcomes of the project

4.3.15 Describe success indicators, how will success be measured; list other assessment and monitoring procedures including your proposed assessment of both family progress and the overall project?

4.3.16 How many hours of service can you provide for the year with an your requested award amount. This number will be used to calculate your Fee for Service hourly rate. Please reference Section 5 when formulating your calculation and provide documentation that justifies your calculation.

4.4 TRAINING

4.4.1 Describe how training needs for staff will be identified.

4.4.2 Provide a training plan, listing staff training topics. List forthcoming dates, number of training hours anticipated, and the number of persons to attend.

4.4.3 Describe training to insure that all staff, acting as agents of the State, complies with 41-3-201 MCA as mandatory reporters of child abuse and neglect.

4.4.4 Provide a list of staff trainings for your organization or business over this current fiscal year.

4.5 ASSURANCES

Federal regulations require that potential offeror signs and returns "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion," "Audit Requirements", and "Certification Concerning Environmental Tobacco Smoke" with the proposal response. Federal

Standard form 424B and Certification of Compliance with certain requirements for Department of Public Health and Human Services Contractors (December 2006). available on the General Services Division's website at: http://gsd.mt.gov/procurement/forms.asp or by calling (406) 444-2575

If your organization is debarred or suspended from receiving federal funds, your proposal will be disqualified.
Assurance forms are attached to this RFP and will become part of finalized contracts.

SECTION 5: COST PROPOSAL

5.0 AVAILABLE FUNDING

The award for the RFP will be billed according to a Fee for Service amount. The Fee for Service amount will be calculated by taking the number of hours you estimate to be able to provide based on the following information. For services that are not billable you must estimate the cost of doing business and take this into consideration when formulating the number of hours you can provide.

5.0.1 SERVICES BUILT INTO THE FEE FOR SERVICE HOUR THAT ARE NOT BILLABLE

5.0.1.2 Assessment Documentation. This is evaluation of the client's physical, medical, nutritional, psychosocial, developmental, and educational status in the context of the child's family outside of (face to face) visits. This should be an ongoing process, which is updated at each contact.

5.0.1.3 Family Service Plan Documentation, using the assessment to establish a written service plan that reflects a child's needs, strengths, goals of intervention, objectives, activities in the context of the child's family, and the resources available to meet those needs to assure the client's adequate access to needed medical, social, educational, and other related services outside of (face to face) visits.

5.0.1.4 In-Home staffing with a provider agency that is not case specific and all other In-Home staffing.

5.0.1.5 Documentation, case specific note taking, case specific office work.

5.0.1.6 Time spent working with CFSD audit personal.

5.0.2 The following definitions apply to what is considered billable and are comprehensive definitions of the services that you will provide under the contract:

5.0.2.1 Family and Child Assessment Time spent (face-to-face) assessing the client's physical, medical, nutritional, psychosocial, developmental, educational status in the context of the family, also CFDS requested contact with CPS staff, school officials, and

counselors when made on behalf of the family. This should be an ongoing process, which is updated at each contact with the family. This does not include any documentation time or paperwork time as this is built into the fee for service hour.

5.0.2.2 Resource Referral is defined as helping a child and his/her family access support services. This is completed by establishing and maintaining a process for needed and appropriate services that have been requested by the CPS specialist for any given referred client. This activity is completed by providing information necessary to enable active participation by the family in attaining these services (and avoiding duplication of services). This includes but is not limited to helping the family access parenting classes, anger management classes, assistance in dealing with stress, coping skills, child care services, medical homes. Collateral Service Hours, time spent with CPS specialists, teachers, neighbors and other persons pertinent to the case outcome. Collateral service hours can be in person or by phone. This does not include any documentation time or paperwork time as this is built into the fee for service hour.

5.0.2.3 Educational Classes, Primarily classes provided to improve opportunities for employment and Parenting skills. This is measured as actual time spent performing this function and not on a per client bases. For example if you spend 2 hours teaching a parenting class to 10 participants you will bill the contract 2 hours total. You can not bill the contract for 2 hours per client participating.

5.0.2.4 Parenting Skill Building, Direct (one on one) training provided for the purpose of improving the client's ability to raise their children. Direct skill building includes but is not limited to appropriate discipline, role modeling, age appropriate expectations, bonding, etc.

5.0.2.5 Family Behavior Skill Building, Providing direct training in areas such as anger management, preventing conflict, communication, assertiveness, behavior management techniques, crisis management, or providing counseling (non-therapeutic).

5.0.2.6 Organizational Skills Training provided in areas such as basic life skills (including but not limited to shopping for necessary items, meal preparation), household management skills, budgeting, and problem solving.

5.0.2.7 Supervised Visitation, The act of supervising a visit between parent and child or a child and sibling, usually to assist in reunification of the family. Supervised Visitation is conducted when the CFDS has custody of the child.

5.0.2.8 Family Group Decision-Making Meeting, is facilitating or assisting with the facilitation of a formal meeting of family members for the purpose of developing a safety plan for the children. Family Group Decision Making can occur while the family has custody of the child or after a child is placed for the purposes of reunification. This is billed as actual time spent in this activity. A number of IHS providers' may be involved with a meeting but only the actual time spent can be billed. For example, if a Family Group Decision Making Meeting is conducted with 2 staff members for 3 hours only 3 hours are considered billable to the contract.

5.0.2.9 Transportation, travel that is billable is when a client is being transported in a Contractor's vehicle or Travel that is to and from a client's place of residence, and travel that is relevant to the family's needs.

5.0.2.10 Respite Care, is child care provided while parents participate in education or job-related activities, or as a family preservation measure.

5.0.2.13 Therapeutic Counseling, activities provided by a licensed therapist geared toward improving the mental health and basic functioning of individual family members or the entire family unit.

5.0.2.14 –No Shows, defined as :

a. No show is an unscheduled and/or unexplained absence by a client from a previously scheduled meeting.

b. A cancellation means a client has provided at least 24 hours advanced notice (to the contractor) that they cannot meet at the scheduled time or if the contractor cancels or is unable to attend a scheduled meeting with a client.

A billable no show is defined under the language of 12(a). Contractors may bill the contract for 20 minutes of service time for no shows that meet the above definition. Confirmation of a no-show is required. Contractors will need to include a statement in that client's case records and service logs indicating when the scheduled meeting was supposed to occur. Documentation that no other billable activity occurred during this time frame will be recorded.

Contractors may not bill the contract for cancellations that meet the definition of 12(b) under any circumstances.

5.0.2.13 Hard Services, providing families with direct financial assistance for goods/services with IHS funds. Hard Services include but are not limited to: utilities, rent, food, clothing, furniture, medicine, as authorized by the Department. These are items are provided on an emergency basis, without which the child could be at risk for out of home placement. Hard Services are also billable as a direct service if the IHS home visitor is helping the family obtain these items.

5.0.2.14 CFSD requested reviews, Time participating in peer case reviews as requested by the Department.

5.0.2.15 Policy training that is conducted in the fall of the contract year and be in conjunction with CFSD policy training. Training at this conference is mandatory and is authorized for the supervisor of the FTE's that provide direct services under this contract. This time will be reimbursed at 6 billable hours per day.

5.0.2.16 CAN conference training, session which will be conducted in April of the contract year, in conjunction with the annual Child Abuse and Neglect Conference. Training at this conference is mandatory and is authorized for the total number of FTE's that provide direct services under this contract; it is also highly recommended that a supervisor attend this training. This time will be reimbursed at 6 billable hours per day per employee.

5.2 STATE INTENTIONS

It is the intent of the State to obtain the highest quality services within a reasonable price range. The State's primary interest is the quality of the proposal as measured by the evaluation criteria. The maximum amount allowed for each area is stipulated; proposal responses that exceed this amount for their respective area may be disqualified or subject to point reductions.

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on **a total number of** 100 points.

The **References, Resumes/Company Profile and Experience, Ability to Meet Supply Specifications, and Method of Providing Services** portions of the offer will be evaluated based on the following Scoring Guide. The **Financial Stability** portion of the offer will be evaluated on a pass/fail basis, with any offeror receiving a "fail" eliminated from further consideration. The **Cost Proposal** will be evaluated based on the formula set forth below.

Any response that fails to achieve a passing score per the requirements of Section 2.3.5 will be eliminated from further consideration. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the procurement officer.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (90-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-89%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.1 EVALUATION CRITERIA

Description	Points

Experience and capabilities (total 40)	
Organizational Information	20
Professional Capacity	20
Program Design and Work Plan (total 40)	
Objectives, activities, time-frames	20
Procedures, assessments	15
Training Plan	5
Fee for Service Estimation	15
Compliance with RFP and Assurances	5
Total Points	100

APPENDIX A: STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions By submitting a response to this invitation for bid, request forbid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.3

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see ‼ HYPERLINK http://gsd.mt.gov/procurement/preferences.asp http://gsd.mt.gov/procurement/preferences.asp

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at "http://sos.mt.gov/" ¶ http://sos.mt.gov .

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.) U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected

APPENDIX B: CONTRACT

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

IN-HOME/REUNIFICATION SERVICES CONTRACT

SECTION 1: PARTIES

This contract is entered into between the **Montana Department of Public Health and Human Services** (hereinafter referred to as the "Department"), whose address and phone number are P.O. Box 8005, Helena MT 59604-8005, (406) 444-_____ and [CONTRACTOR] (hereinafter referred to as the "Contractor") whose federal ID number, mailing address, fax number, and phone number are [_____].

THE PARTIES AGREE AS FOLLOWS:

SECTION 2:PURPOSE

The purpose of this agreement is to set forth the terms and condition, including definitions, by which the parties intend to perform their respective duties and responsibilities in providing In-Home/Reunification services (IHS) to children and families. The goal of the In-Home/Reunification services program is to divert children from the foster care system and to facilitate the safe and timely reunification of children in already foster care with their families.

The legal authority of the Department to contract for these services is based on Section 53-6-101 et seq and 42 U.S.C. 1396j., 1977 IV-B SOCIAL SECURITY ACT, Part B, Subparts 1 and 2.

The following attachments are incorporated into and made an integral part of this Contract by this reference.

ATTACHMENT A: PROPOSAL NARRATIVE
The Proposal Narrative is the Contractor's informational component of this agreement. The narrative is structured in a question and answer format and the answers are derived from the Contractor's proposal.

ATTACHMENT B: SCOPE OF PROJECT
The Scope of Project statement details the project deliverables and describes the major objectives. The objectives include a description of services to be provided under this Contract, and criteria to measure success of the services provided.

The Scope of Project statement also includes examples of reports required of the Contractor by the Department, and instructions for their use, including DPHHS-CFS-208 Parent-Child Interaction Plan; DPHHS-CFS-209 Summary of Parent-Child Interaction; DPHHS-CFS-159 Family Group Decision Making Meeting Offer of Meeting Form; and DPHHS-CFS-160 Family Group Decision Making Referral Form.

ATTACHMENT C: DEPARTMENT REPORTING REQUIREMENTS
Reports are required by the Department in order to document Contractor expenditures.

ATTACHMENT D: IV-B SOCIAL SECURITY ACT, Part B, Subparts 1 and 2.

ATTACHMENT E: COMPLIANCE WITH REQUIREMENTS OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
This Attachment is a summary of the HIPAA requirements, including definitions, obligations and activities of the Contractor; permitted uses and disclosures of protected information by the Contractor; obligations of the Department; and termination provisions.

ATTACHMENT F: SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)
This Attachment lists additional sources of information about the requirements of HIPAA.

ATTACHMENT G: ADOPTION AND SAFE FAMILIES ACT REQUIREMENTS (ASFA) 1977
This Attachment outlines the requirements of ASFA as they pertain to In-Home Service Providers.

ATTACHMENT H: CHILD AND FAMILY SERVICES REVIEW TOOL,
This is the auditing tool used by the federal government to measure compliance with the IV-B SOCIAL SECURITY ACT.

SECTION 3: TERM OF CONTRACT

A. The term of this contract shall be a period of one (1) year commencing July 1, 2008, and ending on June 30, 2009, unless sooner terminated under the terms of this Contract.

B. The completion date of performance for purposes of final payment for services is the date upon which the Department determines all final reports required to be submitted by the Contractor are satisfactory in form and content.

C. After termination of this Contract, both the Contractor and the Department shall continue to comply with all post-termination legal obligations of this Contract including, but not limited to, records retention, compliance with audits, indemnification, insurance requirements, protection of confidential information, grievance and appeals processes, and property ownership and use.

D. The parties understand and acknowledge that the Department is dependent upon federal and state appropriations for funding. Actions by Congress, the Montana Legislature, the Montana Executive Branch or other persons or entities having legal authority may prevent funding this Contract through its completion date. Should funds become unavailable, the Department may, at its option and in its sole discretion, set a new completion date, reduce the rate(s) of compensation specified in Section 5, or terminate the contract immediately. The Contractor will be compensated for approved services rendered and expenses incurred as of 5:00 p.m. of the revised completion or termination date.

E. This contract may be terminated upon thirty (30) days written notice by either party to the other.

F. Upon contract termination or Non-renewal of this Contract, the Contractor will provide the Department full access to the Contractor's facilities and records to assure an orderly transfer of contracted activities.

SECTION 4: SERVICES TO BE PROVIDED; ASSIGNMENT, TRANSFER and SUBCONTRACTING

A. The Department agrees to:

a. Provide funding for services specified in Attachments A and B of this contract.

b. Provide the Contractor with the following information, if pertinent, regarding clients:

   i. A completed CFSD referral form (Form 050) including;

      1. Investigative Safety Assessment,

      2. Department's treatment plan (as applicable for open CPS cases);

      3. The basis for CPS involvement and the status of Court action;

      4. Expectations of services to be provided;

      5. The purpose for the services to be provided;

      6. Frequency of services;

      7. The anticipated length of services to be provided; and

c. Review and assist Contractor in the proper completion of all required forms identified in Attachment B.

d. Regular contact with the Contractor about open CPS cases. A CPS Supervisor shall meet monthly with the Contractor to review cases involving families not having an open CPS case.

e. Provide funding for

   i. Policy training conducted in the Fall of the contract year; and

   ii. CAN conference training conducted in the Spring of the contract year.

f. Provide technical assistance to the Contractor in all areas of In-Home Service compliance, including compliance with state polices and procedures.

g. Conduct annual site visits by the Grant and Contracts Unit staff.

B. The Contractor agrees to:

a. Abide by the mandatory abuse and neglect reporting laws, further detailed in Section 7 of this Contract, by reporting suspected abuse or neglect to Centralized Intake at 1-866-820-5437 and also reporting to the assigned CPS specialist.

b. Accept only the completed 050 CFSD referral Form.

c. Provide to the Department In-Home/Reunification services as outlined in Attachments A and B of this Contract.

d. Maintain complete client records as outlined in Attachment B of this Contract.

e. Deliver all case information to the assigned social worker within 30 days of case closure.

f. Deliver all reports required in Attachment C of this Contract to the Department's Contract Liaison no later than 25 days after the last day of the reporting month.

g. Conduct all In-Home Service activities in compliance with the procedures detailed in Attachment G of this Contract.

h. Attend training sessions provided by the Department as follows:

i. Policy training shall be provided for the supervisor of the FTEs who provide direct services under this Contract;

j. CAN conference training shall be provided for all FTEs who provide direct services under this Contract.

C. This Contract shall not be sold, assigned, nor in any manner transferred to third parties; nor shall any contracted services be sub-contracted to other service providers without the written consent of the Department.

SECTION 5:CONSIDERATION; RECOVERY OF IMPROPER OR ERRONEOUS PAYMENTS; DUPLICATION OF COSTS; TRANSFER OF FUNDS; FINANCIAL RECORDS

A. In consideration of the services to be provided under Section 4 of this Contract, the Department agrees to

1. Reimburse the Contractor subject to the following terms and conditions:

    a. Contractor may only bill for services actually performed under this Contract as outlined in Attachments B and C of this Contract.

    b. The total sum payable for services under this Contract shall not exceed [_____].

2. Adjust the consideration provided to the Contractor under this Contract based on audit findings.

3. Reimburse the Contractor at a fee for service rate of [_____], which includes non billable services that are outlined in Attachment B.

B. In consideration of the reimbursement to be paid under Section 5.A. above, the Contractor agrees to:

1. Complete all reports required by the Department and identified in Attachment H of this Contract.

2. Bill the Department only for those services identified in Attachment B as billable services, and not for any other services.

3. Return to the Department, within thirty (30) days of written demand, all payments erroneously or improperly made, including but not limited to payments for non-billable hours or payments in excess of the actual cost incurred.

    a. The Contractor shall immediately notify the Department when the Contractor believes it has received an erroneous or improper payment and shall promptly return the full amount of the improper or erroneous payment to the Department.

    b. Upon failure of the Contractor to repay the amount owed within thirty (30) days, the Department is authorized to deduct the amount of overpayment from any future payments due the provider.

c. Any erroneous or improper payment received by the Contractor shall constitute a debt owed to the Department and may be recovered by any means allowed by law or by this Contract.

d. The Contractor shall not receive payment under this Contract for services that are paid from other sources. The Contractor may only bill for services actually performed.

e. Services paid through the Department's Child and Adult Protective Services (CAPS) automated payment system cannot be billed or paid under this Contract.

SECTION 6 CONTRACT MONITORING AND REPORTS

A. The Contractor agrees to:

1. Cooperate and participate with the Department in Contract compliance reviews to monitor compliance with the terms and conditions of this Contract.

2. Maintain and make available to the Department or its representatives, upon written request

3. all reports, documents, information, and records of services provided under this Contract; and

4. all records and documents pertaining to persons receiving services by Contractor pursuant to this Contract.

5. Describe in writing the reason(s), if any there may be, why the Contractor is unable to respond to the Department's request for information. If necessary, Contractor may request an additional thirty (30) days in which to make available the requested information, which request may or may not be granted by the Department in its sole discretion.

B. The Department agrees to:

1. Give the Contractor thirty (30) days verbal and written notice prior to initiating a routine on-site contract monitoring review.

2. Provide the Contractor [_____] days to respond to the Department's written request for reports and documents.

3. Respond verbally to the Contractor within fifteen working days of receipt of the Contractor's request for additional time to submit of reports, and confirm the verbal response in writing.

4. Provide a minimum of 48 hours written notice of any non-routine monitoring review that may be conducted at

the request of the Child and Family Services Division Management team to assure Contract compliance.

SECTION 7:MANDATORY REPORTING

A. The Contractor shall implement and enforce as internal company policy, the mandatory reporting requirements of Section 41-3-201, MCA, requiring all employees having knowledge or reasonable cause to suspect child abuse or neglect, to report the matter promptly to the Department's Central Intake Bureau, at 1-866-820-5437 (toll-free).

B. The Contractor shall provide to each employee, within the first week of hiring, written notification of the mandatory reporting law and the Contractor's policy and practice enforcing that law. The Contractor shall maintain written documentation bearing each employee’s dated signature, acknowledging receipt of such written notification.

C. The Contractor shall document all details of any instances of known or suspected child abuse or neglect in each child's case file. Documentation shall include details of the alleged abuse or neglect, the name(s) of employee(s) having knowledge or suspicion of abuse or neglect, and the actions taken by the employee and the Contractor regarding the allegations.

SECTION 8:EQUIPMENT AND PROPERTY RECORDS, MANAGEMENT AND DISPOSITION

A. The Contractor shall maintain records of all equipment and property purchased with funds received under this Contract which exceeds $5,000.00 in unit acquisition costs. The records shall include:

1. a description of the equipment;

2. a manufacturer's serial number or other identification number;

3. the acquisition date and the original cost;

4. the present location, use and condition of the equipment; and

5. the percentage of contract funds used in the acquisition of the property.

B. The Department shall determine the ultimate disposition of any equipment or property purchased with funds received under this Contract which exceeds $5,000.00 in unit acquisition costs. The Contractor’s equipment and property records must reflect the final disposition of each item of equipment and property, as well as the Department's approval of such disposition.

C. The accuracy of Contractor's equipment and property records shall be confirmed through a physical inventory at the end of the Contract period.

SECTION 9:AUDIT, RECORDS, RECORD RETENTION and ACCESS TO RECORDS

A. The Contractor agrees to maintain records of all activities covered by this Contract and to allow full access to such records by the Department, the US Department of Health and Human Services, the legislative auditor, and the legislative fiscal analyst. These client records need to be maintained ten (10) years beyond the youngest child in the family reaching the age of eighteen.

B. Financial records, supporting documents, statistical records, and all other financial records pertaining to the financial services provided by the Contractor shall be retained for a period of three (3) federal fiscal years from the completion date or termination date of this Contract. The Contractor shall make the records available for inspection during working hours at its general offices. If any litigation, claim or audit is commenced within that three (3) year period, the records must be retained until all litigation, claims or audit findings have been resolved.

C. The Contractor shall comply with the accounting and audit requirements of Federal Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the provisions of OMB Circular A-122, "Cost Principles for Non-Profit Institutions", concerning the use of the funds provided under this Contract.

SECTION 10: PUBLICITY, AND OWNERSHIP OF PUBLICATION OF MATERIALS

A. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites, and other modes of public information pertaining to the services and activities funded pursuant to this Contract shall include the statement:

"This project is funded (in part) under a contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

B. All statements, press releases, and other documents or media pieces made available to the public describing the services provided with monies received through this Contract must be reviewed and approved by the Department prior to use, publication or release.

C. As provided in Section 507 of H.R. 3424, appropriating monies from the federal departments of Labor, Health and Human Services and Education, as enacted through Division B of H.R. 3194, "The

Consolidated Appropriations Act of 1999", Pub. L. No. 106-113, and as may be provided by congressional continuing resolutions or other budgetary enactments, all statements, press releases and other documents or media pieces made available to the public describing the services provided through this contract, funded in part or in whole with federally appropriated monies received through the programs of the federal departments of Health and Human Services, Education or Labor, must state the percentage and the monetary amount of the total program or project costs funded with federal monies and the percentage and the monetary amount of the total costs funded with non-governmental monies.

D. The Department and the federal Department of Health and Human Services shall have a royalty free, nonexclusive and irrevocable right to reproduce, publish or otherwise use and authorize others to use any informational material developed under this Contract. All data, diagrams, drafts and any other type of informational material developed under this Contract are the property of the State of Montana.

SECTION 11: COMPLIANCE WITH LABOR LAWS

A. Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, et seq., MCA. Proof of compliance must be in the form of workers' compensation insurance, an Independent Contractor's Exemption Certificate, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. The insurance/exemption must remain in effect and be valid for the entire term of the Contract; upon its expiration, a renewal document verifying continued coverage shall be sent to the Department.

B. The Contractor is solely responsible for meeting all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required of the Contractor and any persons providing services on behalf of the Contractor under this Contract.

C. The provisions of this Contract regarding indemnification apply to any and all claims, obligations, liabilities, costs, attorney fees, losses or suits occurring, arising from or resulting from the Contractor's failure to comply with this section, or from any claim made against the Department by any person or entity, or from any finding by any legal authority that any person or entity providing services on behalf of the Contractor is an employee of, or owed a duty by, the Department.

SECTION 12: HOLD HARMLESS AND INDEMNITY

The Contractor agrees to protect, defend and save the state of Montana, its elected and appointed officials, agents and

employees, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, or omissions of services, or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns or subcontractors, under this agreement.

SECTION 13: CIVIL RIGHTS

A. Federal and State Authorities

The Contractor must comply with the Montana Human Rights Act (Section 49-1-101, et seq., MCA), the Governmental Code of Fair Practices (49-3-101, et seq., MCA), the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.).

B. Discrimination

As provided in Section 49-3-207, MCA, the Contractor shall not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

C. Employment

As provided in Section 49-3-207, MCA, the Contractor, shall hire persons on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

In accordance with Federal Executive Orders 11246 and 11375 and 41 CFR Part 60, the Contractor shall provide equal employment opportunities in its employment practices.

SECTION 14: POLITICAL ACTIVITIES

The Contractor agrees that expenditure of funds under the term and conditions set forth in this Contract
shall not be used for:

A. Any political activities by the Contractor, and/or employees or representatives of the Contractor.

B. For any activities by the Contractor, and/or employees or representatives of the Contractor, to provide voters or prospective voters with transportation to the polls, or other assistance in connection with an election or any voter registration activity.

C. The Contractor shall cooperate with any investigation undertaken regarding the expenditure of funds for political activities.

SECTION 15: VENUES AND JURISDICTION

This Contract shall be governed and interpreted according to the laws of the State of Montana. In the event of a dispute arising under this Contract, jurisdiction is in State District Court and proper venue shall be in the First Judicial District in and for the County of Lewis and Clark, State of Montana, pursuant to Section 18-1-401, MCA.

SECTION 16: LIAISONS; NOTICE; ADMINISTRATION CHANGES

A. Dave Thorsen, (406)444-5900, will be the liaison for the Department for financial matters and Marcia Dias, (406)444-5921, will be the liaison for the Department for program matters.

B. The Contractor's Executive Director is xxxxxxx. Any questions regarding service delivery or budget shall be directed to him at (xxxxxxxx Any questions regarding the Family Based Services provided under this contract shall be directed to xxxxxx at (xxxxxxxxx.

C. These representatives of the parties will be the first contact regarding any questions and problems that arise in implementing the terms of this Contract.

D. Any notices required to be given under this Contract must be in writing and delivered to the parties' representatives identified in this Section 16 at their addresses recited in Section 1 of this Contract.

E. If there are any personnel changes in the Contractor's Executive Director or Administrator positions during this Contract period, the Contractor shall notify the Department's contract liaison for program matters within the first 45 days of the new Executive Director's or Administrator's service in that position.

SECTION 17: ENTIRE AGREEMENT and SEVERABILITY

This Contract contains the entire agreement between the parties. No statements, promises or inducements made by either party, or agents of either party that are not contained in this Contract shall be valid or binding. This Contract may not be enlarged, modified or altered except as agreed in writing by both parties to this Contract.

If any term or provision of this Contract is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.

SECTION 18: CONFIDENTIALITY and HIPAA REQUIREMENTS

A. The Contractor shall at all times during and after the term of this Contract, protect confidential consumer and recipient information obtained and used in the performance of contractual duties and responsibilities under this Contract in accordance with applicable legal and policy authorities.

B. All material and information containing consumer and recipient personal information provided to the Contractor by the Department or acquired by the Contractor on behalf of the Department, whether verbal, written, electronic/ magnetic media, or in other forms, is to be regarded as confidential information and may only be used or disseminated by the Contractor, its subcontractors, or agents for the purposes allowed for under this Contract and any governing legal and policy authorities.

C. The Contractor, in relation to individually identifiable health information, must comply with the privacy requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the regulations implementing those requirements at 45 CFR Part 160 and Subparts A and E of Part 164 as they may be applicable to the Contractor and the services provided through this contract. Attachments E and F to this Contract, incorporated into this contract by this reference, provide information as to where the Contractor may access the relevant HIPAA legal authorities and the interpretative direction provided by the federal government. The Department's Certification Form, signed by the Contractor, constitutes the Contractor's certification of its determination as to whether it is legally subject to the HIPAA privacy requirements and, if subject to HIPAA, constitutes certification of the Contractor’s determination that it is in full compliance with HIPAA.

D. The Contractor must notify the Department in writing within five (5) work days in the event that:

1. a complaint is lodged with the Office of Civil Rights of the Department of Health and Human Services alleging that the Contractor is not in compliance with HIPAA;

2. the Office of Civil Rights determines that the Contractor is not in compliance with HIPAA; or

3. an administrative action or litigation is initiated against the Contractor regarding the protection of confidential information.

The Contractor shall provide the Department with copies of all relevant administrative complaints, determinations or legal complaints.

E. Failure by the Contractor to comply and remain in compliance with this provision, the Department's policies protecting confidential information, or federal and state legal authorities (including HIPAA) governing the protection of confidential information, is cause for termination of this Contract by the Department.

SECTION 19 FEDERAL REQUIREMENTS

A. Generally

1. In addition to the federal requirements specified in this Contract and all attachments hereto, the Contractor shall comply with the applicable federal requirements and assurances for recipients of federal grants provided in the federal OMB 424B form (Rev. 7-97), known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", and in the Department's "CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES CONTRACTORS (May 2003)". Copies of these forms are available from the Department. Those assurance documents must be signed by the Contractor and submitted to the Department prior to, or at the signing of this Contract.

2. The Contractor must ensure compliance of its subcontractors with the applicable federal requirements and assurances.

B. Political and Lobbying Activities

1. Federal monies received by the Contractor under the terms of this Contract may not be used for any political activities by the Contractor, its employees or agents.

2. As required by 31 U.S.C. 1352 and 45 CFR 93.100 et seq., federally appropriated monies may not be used to influence or attempt to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress, in connection with the awarding of any federal contract, grant or loan, the making of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

3. If any funds other than federally appropriated funds are paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress, in connection with this Contract, the Contractor must complete and submit to the Department the federally required form, "STANDARD FORM LLL".

4. Federally appropriated monies received through the programs of the federal Departments of Health & Human Services, Education or Labor, as provided in Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act, 1997, as enacted by the Omnibus Consolidated Appropriations Act, 1997, Division A, Title I, Sections 101(e), Pub. L. No. 104-208, and as may be provided by congressional continuing resolutions or further budgetary enactments, may not be used:

a. to fund publicity or propaganda, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, video presentation,

or other media designed to support or defeat legislation pending before the U.S. Congress or a state or local legislature, except in presentation to the U.S. Congress or a state or local legislative body, other than for normal and recognized executive-legislative relationships.

b. to pay the salary or expenses of any grant or contract recipient, or agent acting for the recipient, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or a state or local legislative body.

5. The Contractor shall cooperate with any investigation undertaken regarding the expenditure of funds for political or lobbying activities.

6. The Contractor shall ensure the compliance of any subcontractors with these restrictions and any related reporting requirements.

C. Federal Debarment Prohibition

1. In accordance with the Federal Acquisition Streamlining Act of 1994, P.L. 103-355, and Executive Orders #12549 and #12689, the Department is prohibited from contracting with any entity that is debarred, suspended or otherwise excluded from participating in procurement activities funded with federal monies. This prohibition also extends to contracting with an entity that has a director, officer, partner, person with beneficial ownership of more than 5 percent of the entity's equity, employee, consultant or person otherwise providing items and services that are significant and material to the entity's obligations under its Contract with the Department if that person has been debarred, suspended or otherwise excluded from participating in procurement activities funded with federal monies.

2. If the Department finds that the Contractor is not in compliance with subsection (C)(1) above, the Department

a. must notify the federal government;

b. may continue in performance of this Contract unless the Secretary of the federal Department of Health and Human Services directs otherwise; and

c. may only renew or otherwise extend the duration of the existing Contract with the Contractor if the federal government provides to the Department and to Congress a written statement describing compelling reasons that exist for renewing or extending this Contract.

SECTION 20: INSURANCE COVERAGE

A. General liability insurance

1. The Contractor shall maintain, at its cost, primary standard general liability insurance coverage. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of services, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under this Contract. The insurance must cover claims as may be caused by any act, omission or negligence of the Contractor and/or its officers, agents, employees, representatives, authorized assigns or subcontractors.

2. The Contractor shall provide general liability insurance coverage inclusive of bodily injury, personal injury and property damage. The general liability insurance coverage must be obtained with combined single limits of $1,000,000.00 per occurrence and $2,000,000.00 aggregate per year, from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.

3. The State of Montana, its officers, officials, agents, employees and volunteers, shall be covered as additional insureds for liability arising out of activities performed by or on behalf of the Contractor, inclusive of the insured's general supervision of the Contractor, products and completed operations; and arising in relation to the premises owned, leased, occupied or used by the Contractor.

B. Specific Requirements for Automobile Liability: The Contractor shall endorse or modify existing insurance coverage or purchase a new insurance policy to insure against the liability associated with the Contractor's use of a 'non-owned' state vehicle.

The Contractor shall purchase and maintain coverage with split limits of $500,000.00 per person (personal injury), $1,000,000.00 per accident occurrence (personal injury), and $100,000.00 per accident occurrence (property damage), or combined single limits of $1,000,000.00 to cover such claims as may be caused by any act, omission or negligence of the Contractor or its officers, agents, representatives, or authorized assigns or subcontractors.

SECTION 21: EXECUTION

This Contract consists of ___ pages of text, together with ____ pages of Attachments. The original will be retained by the Department. A copy of the original has the same force and effect for all purposes as the original.

To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set out below:

CONTRACTOR

by: _____ Date
_____
Executive Director

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

by: _____ Date
_____
Shirley K. Brown, Administrator,
Child and Family Services Division