STATE OF MONTANA
REQUEST FOR PROPOSAL
(THIS IS NOT AN ORDER)

RFP Number:	RFP Title:
0702SPTG	Specialized Training in Early Care and Education

RFP Due Date and Time:	Number of Pages: 26
June 2, 2006 5:00 PM, Local Time	

ISSUING AGENCY INFORMATION	
Procurement Officer: Renne't Sarbu	**Issue Date:** April 24, 2006
DPHHS Human and Community Services Division Early Childhood Services Bureau P.O. Box 202925 Helena, MT 59620-2925	**Phone:** (406) 444-1788 Fax: (406) 444-2547 **TTY Users, Dial 711** **Website:** http://www.mt.gov

INSTRUCTIONS TO OFFERORS	
Return Proposal to: DPHHS Human and Community Services Division Early Childhood Services Bureau P.O. Box 202925 Helena, MT 59620-2925	**Mark Face of Envelope/Package:** **RFP Number:** 0702SPTG **RFP Due Date:** June 2, 2006 **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 Federal I.D. Number:	**Offeror E-mail Address:**
OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE	

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OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the State of Montana

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.

3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors in the RFP.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the State's website and will include all questions asked and answered concerning the RFP.

5. _____ **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.

6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the State or 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.

7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.

8. _____ **Check the State's website for RFP addenda.** Before submitting your response, check the State's website at **http://www.mt.gov or www.childcare.mt.gov** to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.

9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

10. _____ **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.

This checklist is provided for assistance only and should not be submitted with Offeror's Response.

SCHEDULE OF EVENTS

EVENT	DATE
RFP Issue Date	April 24, 2006
Deadline for Receipt of Written Questions	May 12, 2006
Deadline for Posting of Written Answers to the State's and the Early Childhood Bureau's Website	May 19, 2006
RFP Response Due Date	June 2, 2006
Intended Date for Contract Award	July 1, 2006

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Department of Public Health and Human Services, (hereinafter referred to as "the State") invites you to submit a proposal for Specialized Training in Early Care and Education. A more complete description of the 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 one year beginning October 1, 2006 and ending September 30, 2007.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until offerors are 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 Renne't Sarbu**, 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: Renne't Sarbu
Address: P.O. Box 202925
Telephone Number: (406) 444-5925
Fax Number: (406) 444-2547
E-mail Address: resarbu@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 **May 12, 2006**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Answers. The State will provide an official written answer by **May 19, 2006** to all questions received by **May 12, 2006.** 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://www.mt.gov or the Early Childhood Services Bureau's websites at www.childcare.mt.gov** by the close of business on the date listed. ***Offerors must sign and return any addendum with their RFP response.***

1.5 GENERAL REQUIREMENTS

1.5.1 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 and 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 non-material 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.

1.5.2 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.

1.5.3 Mandatory Requirements. To be eligible for consideration, an offeror ***must*** meet the intent of all mandatory requirements. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

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

1.5.5 Prime Contractor/Subcontractors. The highest scoring offerors will be the prime contractors if 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.

1.5.6 Offeror's Signature. An individual authorized to legally bind the business submitting the proposal must sign the proposals in blue ink. 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.

1.5.7 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.

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with labeled tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. Proposal attachments should be included in Appendix E and be labeled as Attachments.

Proposals must be typed, using a 12-point Arial or Times New Roman font, printed on one-side of paper, and the original copy bound in a 1 inch, loose-leaf binder (no staples). **Proposals are limited to 20 pages, (attachments are not included in the 20 page limit).**

1.6.2 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 non-responsive, 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.

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

1.6.4 **Copies Required and Deadline for Receipt of Proposals.** Offerors must submit one original proposal and four copies (the copies do not need to be placed in binders) to the Early Childhood Services Bureau/DPHHS. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP 0702SPTG. ***Proposals must be received at the receptionist's desk of the Early Childhood Services Bureau/DPHHS prior to 5:00 p.m. local time, June 2, 2006.***

1.6.5 Late Proposals. ***Regardless of cause, late proposals WILL NOT be accepted and will be automatically 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.

1.7 COST OF PREPARING A PROPOSAL

1.7.1 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.

1.7.2 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. No other evaluation criteria, other than as outlined in the 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 four 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; (3) any company financial information requested by the State to determine vendor responsibility, unless prior written consent has been given by the offeror as set out in section 18-4-308, MCA; and (4) other constitutional protections. See Mont. Code Ann. § 18-4-304.

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://www.discoveringmontana.com/doa/gsd/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 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 any time during the evaluation process or contract negotiation 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 evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsible, 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. The 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.

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 a passing score for any part/section for which a passing score is indicated will be eliminated from further consideration.

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 Evaluation Committee Recommendation for Contract Award. The evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification and rationale for its decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluation committee's recommendation. The HCSD Administrator will make the final award decision.

2.3.8 Award Notice. Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required insurance documents, contract performance security, 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 intent to begin contract negotiation with the highest scoring offeror.

2.3.10 Contract Negotiation. Upon issuance of the "Request for Documents Notice," the procurement officer and/or state agency representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the State. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and begin negotiations with the next highest scoring offeror.

2.3.11 Contract Award. Contract award, if any, will be made to the highest scoring offerors who provide all required documents and successfully completes contract negotiation. A formal contract utilizing the

Contract attached as Appendix B and all parties will execute incorporating the Standard Terms and Conditions attached as Appendix A.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award contracts 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 (Mont. Code Ann. § 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 (Mont. Code Ann. § 18-4-313).

SECTION 3: SCOPE OF PROJECT

3.0 INFORMATION FOR OFFERORS

3.0.1 Goal of this Request for Proposals The goal of this RFP is to identify and fund well-qualified service providers who will provide specialized training opportunities to early care and education practitioners and community agencies concerning identified early childhood needs. Providers of training awarded funds under this RFP must show how the identified need was established and propose how to remedy the need. Providers of training awarded funds under this RFP must show how the identified need was met as well as ensuring the project results in learner outcomes leading to quality professional practices.

This project is funded as part of the State of Montana's "Best Beginnings" quality childcare initiatives and contingent upon continued Federal funding through the Child Care Development Fund.

Approximately **$140,000** is available for *Specialized Training for Early Care and Education Practitioners.* The department anticipates funding eight to ten, one-year non-renewable projects. Contracts awarded will be limited to a maximum of $15,000. There are no matching funds required for this project proposal.

3.0.2 Who May Apply Training entities or provider groups operating as private non-profit or for-profit organizations (the CCR&R Network is specifically excluded), independent training contractors, and institutions of higher education are eligible to apply. Applicants must be qualified to provide training in the area of early childhood development and/or related topics for early care and education practitioners and be listed (or apply to become listed) on the Montana Early Care and Education Trainer Registry.

3.0.3 Services to be Provided Specialized training in early childhood, child development or related topics is defined as: education and training, (including business training/education, related to child care as a business) that:

1. leads to Early Childhood certification or a degree; or
2. advances a participant along the Montana Early Care and Education Career Path; or
3. is innovative and not currently available in a community; or
4. focuses on a special population of early care and education practitioners or special areas of interest to practitioners. For example:
   - addressing special child care issues and challenges in rural areas;
   - addressing the unique needs of providers doing odd-hour or part-time care;
   - planning for age-appropriate play and activities;
   - building skills for consulting with parents about the needs of their children;
   - developing a facility that includes children with special needs;
   - planning a program for out of school time;
   - developing director training;
   - incorporating early learning guidelines;
   - incorporating early or emergent literacy;
   - developing faith-based partnerships;
   - addressing child mental health issues; or
   - addressing social/emotional development;
   - developing safe and healthy environments; or
   - addressing the safe and legal administration of medications.

NOTE: Funding for existing coursework for Infant/Toddler Caregivers is not available under this RFP and is specifically excluded. Existing Infant/Toddler training is funded by separate earmarked funds through the CCDF.

3.0.4 The Montana Early Care and Education Knowledge Base & the Early Care and Education Practitioner Registry. All proposals must include information about how the project relates to the Montana Early Care and Education Knowledge Base and the Early Care and Education Practitioner Registry. Information about the Montana Early Care and Education Knowledge Base and the Early Care and Education Practitioner Registry can be found at http://www.montana.edu/ecp/practitioner.html

The Montana Early Care and Education Knowledge Base is made up of 10 content areas:

1. Personal Attributes;
2. Health, Safety & Nutrition;
3. Child Growth and Development;
4. Environmental Design;
5. Child Guidance;
6. Family and Community Partnerships;
7. Program Management;
8. Curriculum;
9. Observation & Assessment; and
10. Professionalism.

The Montana Early Care and Education Practitioner Registry is made up of a pre-professional category and eight levels related to the completion of education, training and years of experience.

3.0.5 Training Approval and Trainer Directory Participation Proposals funded under this RFP must be approved through the Montana Early Care and Education Career Development system. The Training Approval Application can be found at http://www.montana.edu/ecp/training.html or by calling (800) 213-6310. Award of funds is contingent upon approval of these applications.

Individuals presenting training funded under this RFP must be listed on Montana's *Early Care and Education Trainer Directory*. The trainer directory application can be found at http://www.montana.edu/ecp/trainer.html or by calling (800) 213-6310.

3.0.6 Contents and Format of Proposal A proposal must contain all of the following elements arranged in the following order:
Table of Contents
Offeror's Experience and Capabilities:

- Administration;
- Resources/supports;
- Agency experience and capabilities;

Project Description:

- Project description including how the proposal pertains to the *Montana Early Care and Education Knowledge Base and Practitioner Registry;*
- Project goals, objectives and learner outcomes;
- Description of service delivery / work plan;

Budget and Budget Narrative
Assurances and Documents of Compliance
Other attachments and supporting documents

3.1 TABLE OF CONTENTS

3.1.1 Table of Contents This section should include a table of contents that includes page numbers.

3.2 OFFEROR'S EXPERIENCE AND CAPABILITIES

3.2.1 Administration This Section provides general information about the administrative features of the offeror's organization. This section must include, but is not limited to, the following:

Address and telephone number of the applicant, the organization's corporate office and the name of the director or chief executive; names and addresses of board members, if applicable; and Employer Identification Number (EIN)**.**

3.2.2 Resources / Supports This section identifies the community and organizational features to be used that are necessary to or complementary to the delivery of services. This section must include, but is not limited to the following:

Agency resources, computer and software capabilities; and proposed coordination and sub-contractual agreements.

3.2.3 Agency Experience and Capabilities This section provides information about the offeror's general background, relevant experience, and qualifications necessary for the effective delivery of the required services. This section must include, but is not limited to, the following:

1. A description of the primary purpose, mission or goals of the organization;
2. A description of all of the services provided by the applicant or organization, including the locations of service sites;
3. Résumé's of key personnel that may be directly involved with the program/ project; if staff is not currently hired to fulfill the roles of the project, include the proposed job roles related to this project, (include resumes in the Appendix D – Supporting Documentation):
4. A narrative describing the offeror's experience as it relates to this project;
5. Letters of commitment for the proposal that demonstrate familiarity with the specifics of the proposal submitted;
6. A list of persons with addresses, phone numbers, and e-mail addresses who are familiar with the delivery of similar services by the offeror to the Department in the past or to other programs similar to that of the Department;
7. Any additional information related to the offeror's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services described; and
8. All supporting documents should be included in Appendix D.

3.3 PROJECT DESCRIPTION

3.3.1 Project Description Including How the Proposal Pertains to the Montana Early Care and Education Knowledge Base and Practitioner Registry The Project Description emphasizes the principal features of the proposal. This section must include:

- The proposed number of training hours;
- The target audience for training and the geographical area to be served. Include methods used to determine how the need was established. If there are supporting documents used to assess the needs, include these in Appendix D: Supporting Documents.
- The topics and methods for conducting the training and a description of the project's advertising plan;
- If participation in the training is limited to a certain number of persons or target-groups, a description of how participants will be chosen; and
- This section should list which Montana Early Care and Education Knowledge Base attributes this proposal covers and explain in detail how this proposal incorporates the Knowledge Base content area(s) chosen as the focus of the training:

  An example might include a proposal designed to train early care and education practitioners in the area of special health needs. The Knowledge Base content areas that

could be associated with this project might include child growth and development, observation and assessment, health and safety, curriculum, child guidance, family and community collaboration and program management. The offeror would then describe how these content areas are specifically addressed within the content of the proposal and to which Career Path level they relate.

3.3.2 Project Goals, Objectives and Learner Outcomes This section should address training goals, objectives and learner outcomes. The Early Childhood Services Bureau is specifically interested in funding projects that include a follow up component that addresses learner outcomes related to professional practice. Follow-up components should include how the training resulted in positive practice or change.

3.3.3 Description of Service Delivery / Work Plan This section must include a work plan in a table format that includes tasks and timelines. The work plan should include community partners if they are part of the project.

3.4 BUDGET AND BUDGET NARRATIVE

3.4.1 Budget and Budget Narrative This section provides the financial information and describes the financial practices of the offeror by which the Department can assess the appropriateness and cost-effectiveness of service delivery. This section must include, but is not limited to the following:

1. A budget for the project; not to exceed $15,000.
2. A budget narrative specifying costs for the particulars of service delivery; and
3. The name, address and phone number of the financial officer or other responsible fiscal person designated by the applicant organization.

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Matching funds: **There are no required matching funds for this project**. However, if additional, independent, non-DPHHS financial support for the project has been secured, the proposal should identify what those additional funds are and how they would be used to accomplish this project in conjunction with any DPHHS funds that might be awarded.

The Department will NOT pay for indirect Costs above 8% of total contract.
Reports must be submitted to the ECSB at least quarterly.

3.5 ASSURANCES AND DOCUMENTS OF COMPLIANCE

Assurance and Documents of Compliance Federal Regulations require that potential offeror's sign and return with their proposal:

Attachment C:	Certification of Compliance with Certain Requirements for DPHHS Contractors
Attachment D:	Assurances – Non Construction Programs (SF 424B – Rev 7-97) http://www.whitehouse.gov/omb/grants/grants_forms.html
Attachment E:	Proof of Workman's Compensation or Independent Contractor's Exemption
Attachment F:	Proof of applicable incorporation, non-profit or government status
Attachment G:	Training Approval Application and Trainer's Directory Application
Attachment H:	Proof of Insurance Coverage
Attachment I:	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)

If your organization is debarred or suspended from receiving federal funds and you wish to apply, please contact Renne't Sarbu, Procurement Officer.

SECTION 4: OFFEROR QUALIFICATIONS

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.*

SECTION 5: EVALUATION CRITERIA

5.0 EVALUATION CRITERIA

Review Process:

- Proposals will be screened for completeness by the ECSB staff. Any changes or notations made by ECSB staff will be marked in red.
- Proposals received after 5 p.m. on June 2, 2006 will not be considered.
- Incomplete proposals will not be considered.
- The ECSB will do a math check on the budgets and budget narrative.
- Proposals will be scored in the following manner:
  1. Each proposal will be read by at least 2 readers.
  2. Proposals will be scored using the process outlined in the grant application instructions. Points will be given in the following manner:

SCORING GUIDE

A maximum total number of points available are set out in the RFP's evaluation criteria section. Each category of evaluation criteria will be broken down further with points assigned to each. In awarding these points, please consider the following guidelines:

Superior Response (95-100%): A superior response will be a highly comprehensive, excellent reply that meets all of the requirements of the areas within that category. In addition, the response covers areas not originally addressed within the RFP category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This response is considered to be an excellent standard, demonstrating the offeror's authoritative knowledge and understanding of the project.

Very Good Response (85-94%): A very good response will provide useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFP. The offeror provides insight into their expertise, knowledge and understanding of the subject matter.

Good Response (75-84%): A good response meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This response demonstrates an above average performance with no apparent deficiencies noted.

Fair Response (65-74%): A fair response meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by offeror.

Poor Response (60-64%): A poor response minimally meets most requirements set forth in the RFP. The offeror has demonstrated knowledge of the subject matter only.

Failed Response (0-59%): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated knowledge of the subject matter.

5.1 Evaluation Committee The evaluation committee will review and evaluate the offers according to the following criteria based on **a maximum possible value of 100 points**.

Table of Contents	**Pass/Fail**
Section of RFP 3.1	

This section should include a table of contents.

Offeror's Experience and Capabilities	**Possible points 15**
Minimum points necessary 15	
Section of RFP 3.2	

This section is an evaluation of information related to the offeror's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the service described. The evaluation includes:

1. Administrative capabilities of the organization in relation to the delivery of services;
2. Resources and supports of the organization that can be applied to the delivery of services; and
3. Agency experience and capabilities in relation to the delivery of services which include resumes or job descriptions of key personnel that may be directly involved with the project, a narrative describing the offeror's experience as it relates to the project, letters of commitment from partners that demonstrate familiarity with the specifics of the proposal submitted, and any additional information related to the offeror's organization, personnel, and experience that would substantiate its qualifications and capabilities to perform the services described.

Project Description	**Possible points 70**
Minimum points necessary 50	
Section of RFP 3.3	

This section is an evaluation of information presented by the offeror to substantiate the offeror's understanding of the duties and responsibilities and to determine the feasibility and quality of the offeror's proposed performance. The evaluation includes:

1. Appropriate incorporation of Knowledge Base attributes and Practitioner Registry levels;
2. A thorough work plan that identifies goals, objectives, tasks, timelines and a plan for evaluation;
3. The appropriate application of adult learning principles and the inclusion of learner outcomes that includes follow up, and
4. Appropriateness, quality, and effectiveness of the proposed training as in relationship to the training needs of local child care providers.

Budget	**Possible points 15**
Minimum points necessary 15	
Section of RFP 3.4	

This section includes an evaluation of the proposed budget to determine whether the offeror has an appropriate budget proposal for purposes of adequate and competent performance of the contractual duties and responsibilities. This section includes evaluation of:

1. Whether the budget categories are appropriate and acceptable for performance;
2. Whether the sums designated in the budget are appropriate for the various particulars of performance; and
3. Whether the matching funds are appropriate.

Assurances **Section 3.5**	**Pass/Fail**

Federal regulations require that potential offeror's sign and return with their proposal:

Attachment C:	Certification of Compliance with Certain Requirements for DPHHS Contractors
Attachment D:	Assurances – Non Construction Programs (SF 424B – Rev 7-97) http://www.whitehouse.gov/omb/grants/grants_forms.html
Attachment E:	Proof of Workman's Compensation or Independent Contractor's Exemption
Attachment F:	Proof of applicable incorporation, non-profit or government status
Attachment G:	Training Approval Application and Trainer's Directory Application
Attachment H:	Proof of Insurance Coverage
Attachment I:	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)

If your organization is debarred or suspended from receiving federal funds and you wish to apply, please contact Renne't Sarbu, Procurement Officer, DPHHS/HCSD, Early Childhood Services Bureau.

APPENDIX A: STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions

By submitting a response to this invitation for bid, 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 (Mont. Code Ann. § 18-1-118). 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.

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. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following 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 non-performing 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 assure 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.

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://www.sos.state.mt.us.

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.

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. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning non-visual 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. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: the laws of Montana govern this solicitation. 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. (Mont. Code Ann. § 18-1-401.)

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.

Revised 4/04

X. DEPARTMENT CERTIFICATION FORM ATTACHMENT C

CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES CONTRACTORS
(MAY 2003)

The Contractor, _____, for the purpose of contracting with the Montana Department of Public Health & Human Services, certifies to the Department its compliance, as may be applicable to it, with the following:

A. That the Contractor does not act in collusion with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

B. That the Contractor is an independent contractor; that it maintains necessary and appropriate workers compensation and unemployment insurance coverage; that it is solely responsible for and must meet all labor and tax law requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.

C. That the Contractor, any employee of the Contractor, or any significant subcontractor in the performance of the duties and responsibilities of the proposed contract, are not currently suspended, debarred, or otherwise prohibited from entering into a federally funded contract or participating in the performance of a federally funded contract.

D. That the Contractor is in compliance with all of the privacy, electronic transmission, coding and other requirements of the Health Insurance Portability And Accountability Act of 1996 and its implementing rules as may be applicable to the Contractor.

E. That the Contractor, if receiving federal monies, does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying federal and state legislative bodies or for any effort to persuade the public to support or oppose legislation.

F. That the Contractor, if receiving federal monies, prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This is not applicable to sites funded with Medicaid monies only or to sites used for inpatient drug or alcohol treatment.

G. That the Contractor, if receiving federal monies, maintains drug free environments at its work sites, providing required notices, undertaking affirmative reporting, et al., as required by federal legal authorities.

H. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.

I. That the Contractor, if receiving federal monies, is not delinquent in the repayment of any debt owed to a federal entity.

J. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion, and environmental impacts.

K. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, bio-safety, misconduct in science and metric conversion.

L. That the Contractor, if receiving $100,000 or more in federal monies, complies with all applicable standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the federal Energy Policy and Conservation Act.

The Contractor is obligated during the duration of the contractual relationship to abide by those requirements pertinent to it in accordance with the governing legal authorities.

Not all of these assurances may be pertinent to the Contractor's circumstances. This certification form, however, is standardized for general use and signing it is intended to encompass only provisions applicable to the circumstances of the Contractor in relation to the federal and state monies that are being received.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as **"ASSURANCES - NON-CONSTRUCTION PROGRAMS"**, issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, that the Contractor may have to provide by certification.

This form, along with OMB Standard Form 424B, are to be provided with original signature to the Department's contract liaison. The Department maintains the completed forms in the pertinent purchase and contract files.

Further explanation of several of the requirements certified through this form may be found in the Department's standard Request For Proposal (RFP) format document, standard contracting requirements document, and set of standard contract provisions. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for Office for Management of the Budget (OMB) and the General Services Administration (GSA).

INSERT NAME OF CONTRACTOR

By: _____ Date _____

_____ as _____
Typed/Printed Name Title

_____

_____
Address

_____
Phone Number

_____
Federal I.D. Number

The Department's "POLICY ON STANDARD CONTRACTUAL TERMS" has been prepared by the DPHHS Office of Legal Affairs.

APPENDIX C: HIPAA

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)

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA.

There can be difficulty in interpreting the applicability of HIPAA to an entity. It is advisable to retain knowledgeable consultants or attorneys to advise concerning determinations of applicability.

Those parties maintaining them may change Websites specified here without notice.

FEDERAL RESOURCES
The following are official federal resources in relation to HIPAA requirements. These are public sites.

1) U.S. Department Of Health & Human Services / Centers For Medicare & Medicaid Services

www.cms.gov/hipaa

The federal Department Of Health & Human Services / Centers For Medicare & Medicaid Services (CMS) provides information pertaining to transactions, security and privacy requirements under HIPAA including the adopted regulations and various official interpretative materials. CMS is responsible for the implementation nationally of the transactions and security aspects of HIPAA.

2) U.S. Department Of Health & Human Services / Office Of Civil Rights

www.hhs.gov/ocr/hipaa

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy requirements under HIPAA including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy aspects of HIPAA and serves as both the official interpreter for and enforcer of the privacy requirements.

3) U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention

www.cdc.gov/privacyrule

The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

OTHER NATIONAL PUBLIC RESOURCES
WEDI/SNIP

www.wedi.org/snip

The Workgroup For Electronic Data Interchange is a collaborative national effort, inclusive of the federal entities, that has undertaken a broad effort at the implementation of HIPAA, in particular the electronic transactions and security aspects, known as the Strategic National Implementation Process. There are several regional and state based WEDI/SNIP efforts. There is not one, however, that covers Montana.

STATE RESOURCES

1) Montana Collaborative Website

www.hipaamontana.com

This site is a collaborative website of several entities, including the Department Of Public Health & Human Services, that provides information to the public on HIPAA as it relates to entities in Montana. The Department's policies and forms, pertaining to implementation of HIPAA, appear at this site. This site also provides an analysis as to the interplay of HIPAA with Montana laws on confidentiality.

2) Department Website For Medicaid Providers

www.mtmedicaid.org

This site provides information for providers of services funded with Medicaid monies. HIPAA requirements in relation to Medicaid state plan services are described at this site.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources have proven to be inappropriate for certain types of entities and circumstances and some may lack the necessary knowledge concerning the applicability and implementation of HIPAA.

INSERT NAME OF CONTRACTOR

By: _____ Date _____

_____ as _____

Typed/Printed Name Title

_____

_____

Address

_____

Phone Number

_____

Federal I.D. Number