

Douglas A. Ducey Governor Arizona Department of Child Safety

Gregory McKay Director

NOTICE OF COMBINED PUBLIC MEETING AND EXECUTIVE SESSION OF THE ARIZONA DEPARTMENT OF CHILD SAFETY (DCS) COMMUNITY ADVISORY COMMITTEE

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Arizona DCS Community Advisory Committee and to the general public that the Arizona DCS Advisory Committee will hold a meeting open to the public on Friday, February 2, 2018 from 2:00 p.m. until 4:00 p.m at the Arizona Department of Administration (100 N. 15th Avenue, Phoenix, AZ 85007 – Conference Room 300).

AGENDA

1. <u>Membership</u> Chair Emily Jenkins will announce new member(s) and discuss any vacancies.

2. Prevention

Sue Smith, DCS Prevention Administrator will present on the Department's prevention collaborations, programs and ongoing projects.

3. Guardianship Presentation

Beth Rosenberg, Director of Child Welfare and Juvenile Justice from Children's Action Alliance will speak to the Committee about current guardianship legislation and tuition waver.

4. Legislative Update

DCS Legislative Liaison Kathryn Blades will provide members with an update on DCS & DCS related bills currently moving through the State Legislature.

- 5. Set Agenda for next meeting
- 6. <u>PLEASE NOTE: This meeting will not include a call for public comments. If you wish</u> to have your comments considered by the Committee, you may e-mail <u>CommunityAdvisoryCommittee@azdcs.gov. The Committee will review comments and</u> <u>determine whether action is necessary; the Committee will only be able to address</u> <u>items that are on the agenda.</u>

Page 2

7. Executive Session:

The Committee may vote to go into Executive Session for discussion and consultation with the DCS General Counsel regarding agenda items 1-5 above pursuant to A.R.S. § 38-431.03(A)(3).

A copy of the agenda and background material provided to Committee members (with the exception of material relating to possible executive sessions) are available for public inspection at the Committee's office, 3003 N. Central Ave., Phoenix, AZ and on https://dcs.az.gov/about/community-advisory-committee.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Ben Brooks at 602-255-2556. Requests should be made as early as possible to arrange the accommodation.

Arizona Department of Child Safety





DCS Office of Prevention

Tertiary Interventions for children experiencing maltreatment

Secondary

Programs targeted at families in need to alleviate identifed problems and prevent escalation

Primary / Universal

Programs targeted at entire population in order to provide support and education before problems occur

Prevention activities include:

- Regional Child Abuse Prevention Councils
- April Prevention Awareness Month activities
- Healthy Families
- Building Resilient Families (BRF)
- Care Portal
- SENSE Expansion
- Safe Sleep Campaign/ Baby Box Program
- "Did you know?" emails
- Fast Pass
- Collaboration with community stakeholders





- The **Regional Child Abuse Prevention Councils** are primarily voluntary groups of child welfare workers, community members, school personnel and other professionals located in 15 different areas of Arizona
- The Councils are open to <u>anyone in the community</u> that is interested in joining
- The Councils organize public engagement campaigns to heighten public awareness of child abuse and neglect
- Councils also advocate for effective prevention programs and policies that ensure the safety and well-being of children



The CarePortal empowers local churches and agencies to help local children and families in crisis.

How it works:

- ✓DCS safety specialist identifies the need and submits a request
- ✓ The CarePortal sends the request to the network of churches
- ✓ A church will respond and meet the need

Pima and Southwest Region offer the CarePortal

2 offices in Central Region are now are up and running

To learn more or get your church involved, please contact Mark Klym Mark.Klym@azdcs.gov

DCS Fast Pass for Urgent Child Care

> Typical Child Care requests can only be made Monday- Friday 8am to 5pm

- Some families in crisis need child care authorized after normal business hours and/or on weekends and holidays
- The Child Care Administration and DCS created a Fast Pass for activating child care on nights, weekends and holidays
- To prevent removal, ensure child safety or stabilize a placement and Urgent Child Care Referral can be used to authorize a child care setting

Fast Pass for AHCCCS, SNAP and TANF

DCS and Division of Benefits and Medical Eligibility (DMBE) created a fast pass for families in crisis to prevent removal and ensure child safety

Families needing urgent access to medical/behavioral health services (AHCCCS), cash assistance (TANF) or nutritional assistance (SNAP) can access the fast pass

DCS and the family can utilize a "Fast Pass" by calling together to apply and interview over the phone for services to speed up the eligibility process

The Fast Pass does not guarantee eligibility but does speed up the time it takes to apply and interview and avoids long waits in DES offices

Building Resilient Families (BRF)

- Support for families assessed as being at low risk for child abuse/neglect
- provides voluntary services to families referred by DCS upon case closure at investigation
- Services can include assistance with parenting, community referrals, housing, financial and legal assistance, basic goods and lowering family stress
- Services offered for up to 120 days or 55 direct client hours
- Goal is to increase families protective factors and lower Adverse Childhood Experiences (ACES)



HFAz

- A voluntary services for families at risk of child abuse or neglect
- Families can enter HFAz prior to birth or up to baby being 90 days old
- Families enrolled in HFAz can participate in services up to the baby turning 5 years old
- Families are provided assistance with developmental screenings, parenting skills and family self sufficiency
- Families that participate in HFAz have higher rates of immunizations, use of car seats, and employment

Substance Exposed Newborn Safe Environment



Program

The SENSE program provides services for families referred by DCS after the birth of a substance exposed infant.

The program develops and implements a coordinated Family Service Plan with your family and with staff from Intensive In-Home services, Arizona Families FIRST, Healthy Families, and DCS case management.

This program aims to keep your infant in your home while you work with service providers to learn new skills and work to maintain your sobriety.

Areas currently offering SENSE: Maricopa, Yuma, Pima, Pinal, and Yavapai county

Safe Sleep

According to the last Arizona Child Fatality Review Program Annual Report:

- 80 infants died in unsafe sleep environments accounting for 10% of all child deaths in AZ.
- 93% of sleep related deaths were determined by the team to be **preventable**.







DCS Baby Box Program!





The DCS Baby Box Program requires the parents to be trained in n Safe Sleep and sign a Commitment Form stating they agree to practicing Safe Sleep.

QUESTIONS?





Practice Guidelines Choosing Guardianship as a Permanency Plan

Version Date 6/10/2016

Engage family members in permanency decisions

- Define key terms when discussing the permanency plan.
 Don't use unfamiliar jargon or acronyms.
- Be clear and honest about your obligation to secure permanency for the child. Explain that if reunification with the parents is not possible, you need to place the child with a new permanent family through adoption or guardianship.
- Communicate frequently with all family members so they are informed on the permanency plan and the agency's intentions.
- Assess the unique needs of the child and prospective caregivers, and discuss the different resources that will be available for each permanency plan option to ensure all parties are making an informed decision.
- Explain the differences between adoption and guardianship to older children and listen to the youth's thoughts and wishes.
- (Child Welfare Information Gateway. Bulletin for Professionals. Engaging Families in Case Planning.)

There are benefits to guardianship when reunification and adoption have been ruled out.

- Guardianship can increase a child's sense of normalcy by retaining the original family roles, such as grandparent and grandchild.
- Birth parents can remain involved in the child's life, if appropriate. If parental rights are not terminated or relinquished, the parents may retain rights to visit the child and to consent to adoption.
- > Guardianship can be less traumatic for parents, and help retain dignity.
- Parents may agree to guardianship, which avoids difficult contested termination (TPR) hearings and achieves permanency more quickly.
- Relatives who do not want the parents' rights terminated, or are hopeful that the parents will be able to change and assume parenting in the future, may feel more comfortable with guardianship.
- A child 12 and over must consent to adoption and guardianship. A child may be unwilling to consent to adoption, but agree to guardianship.
- In some situations, guardianship is the only alternative for children who might otherwise remain in out-of-home care without permanency.
- A significant person in the child's life may not want to adopt, but may be willing to be a guardian.

Consider the impacts to the child, parents, and guardian when determining which plan is in the child's best interest.

- Provide children with age-appropriate information on adoption and guardianship to prepare them to voice their preferences.
- Reunification is the preferred permanency option, when it can be achieved safely and within a timeframe that meets the child's needs.
- Adoption is a more permanent option than guardianship, and provides a lifelong legal relationship between the child and adoptive parent.
- Consider the needs and wishes of each child in a sibling group, particularly about maintaining sibling connections. An older sibling may prefer guardianship because of existing relationships, but adoption of a sibling by a different family often results in long-term sibling separation.
- Adoption subsidy provides more financial aid and support services than are offered through guardianship subsidy. For example, guardians must apply for AHCCCS for the child and renew their eligibility yearly, while AHCCCS is provided through adoption subsidy.
- Juvenile court-ordered permanent guardianship continues until the child is an adult. Guardians must be prepared to care for the child until adulthood.
- DCS services for the parents to help them achieve reunification will end when guardianship is ordered. If the parents want to regain custody of the child, they will need to seek services on their own.
- Permanent guardianship may require some court and agency follow-up. Usually this is a one-time home visit a year after the guardianship is finalized. Sometimes the court may order additional follow-up by DCS and/or additional court hearings. Make sure the caregiver is able and willing to participate in future home visits.

Guardianship may be more culturally respectful.

- Historical oppression and other influences on cultural values may impact a caregiver's view on adoption as a permanency option.
- Explain the goal of permanency and the available options. Ask the family about their beliefs and consider permanency options consistent with these values.
- Be sensitive to family member's language, roles, and parenting expectations.
- Guardianship is a more culturally respectful option for many American Indian families.

"...adoption has been practiced in most tribal communities through custom and ceremony. In general, tribes did not practice termination of parental rights...adoption became a negative thing due to forced assimilation policies; it was used as a tool to destroy Indian families and culture" (National Indian Child Welfare Association)

Additional considerations

- The guardianship can be granted in the child's county of jurisdiction or the guardian's county of residence.
- ICPC must be approved before guardianship is finalized with an outof-state caregiver.

Legal Authority and Responsibility

When a permanency goal of guardianship is selected, the DCS Specialist may file a motion for permanent guardianship if:

- A child has been in a relative or foster home for at least nine months as a dependent child. (DCS may request that the court waive the nine month requirement for "good cause," such as the child lived with the placement prior to entering DCS custody or the prospective guardians are planning to move out-of-state.)
 The prospective guardian has made a commitment to care for the child
 - The prospective guardian has made a commitment to care for the child and ensure the child's continued safety through transition to adulthood.
- It is determined by the court that guardianship is in the best interest of the child.

Guardianship Subsidy

- Financial supports (guardianship subsidy payments) are available to a permanent guardian of a child who was in the custody of DCS at the time the permanent guardianship was granted. Once a guardianship is established, the child is no longer eligible for adoption subsidy if the guardian later wants to adopt.
- The DCS Specialist should assist the caregivers with applying for guardianship subsidy once the permanency goal is changed to guardianship.
- To receive these subsidy payments, the guardian must apply for state and federal benefits for which the child may be eligible (SSI, SSA).
- Guardianship subsidy payments do not cover all of the expenses of caring for the child. The DCS Specialist should help the prospective caregivers assess the amount of support they will receive from subsidy payments and state and federal benefits to assure they can meet the basic needs of the child.
- DCS will review the guardianship subsidy each year to assure the guardian remains eligible. The guardian may lose subsidy payments if he/she does not apply for the required federal or state benefits or fails to comply with requirements for receiving guardianship subsidy, if the child no longer lives with them, or if funding is no longer available through the state.

Guardianship maintains family connections

Guardianship increases children's sense of family stability and allows them to retain rights of association with their family members. Parents, children, and caregivers may feel more comfortable with guardianship because they retain their original roles as grandparent/grandchild, aunt/uncle & nephew/niece, siblings, and parent/child.

Resources for caregivers

- The Adoption & Title 8 Permanent Guardianship Information flyer (CSO-1060A) provides a comparison between adoption and guardianship.
- The Title 8 Guardianship Subsidy pamphlet (CSO-1163A) provides written information on available financial resources for guardians.
- The guardian should apply for AHCCCS for the child to help with medical care.
- Arizona Kinship Support Services assists kin caregivers with identifying community resources in Tucson at (520.323.4476) and in Maricopa County at (480)748-9269. (ArizonaKinship.org)
- In Maricopa County, Duet offers supports to grandparents raising grandchildren including support groups, respite care, and connections with community resources. Contact them at (602) 274-5022 or duetaz.org.
- Classes for caregivers on Adoption and Guardianship and Kinship Foster Care are available by calling any of the above listed agencies.



Notice of Request for Proposal

In accordance with Arizona Revised Statutes § 41-2534, competitive sealed proposals for the materials or services specified, will be received by the Arizona Department of Child Safety online through the State's e-Procurement system, ProcureAZ (<u>https://procure.az.gov</u>) at the date and time posted in ProcureAZ. Proposals received by the correct time and date will be opened and the name of each Offeror will be publicly available. Proposals must be in the actual possession of the State on or prior to the time and date indicated in the Notice.

LATE PROPOSALS WILL NOT BE CONSIDERED.

Persons with a disability may request a reasonable accommodation, such as sign language interpreter, by contacting the appropriate Procurement Agency. Request should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person for this procurement as identified above.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION



ADCS18-00007817 Guardianship Services

OFFER AND ACCEPTANCE

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Company Name			Signature of Person Authorized to Sign Offer			
Address			Printed Name			
City	State	Zip	Title			
			Phone:			
			Fax:			
Contact Email Add	ress					

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.

2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41–1461 through 1465.

3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

4. The Offeror certifies that the above referenced organization ____ IS/ ____ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

The effective date of the Contract is ____

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona Awarded this

day of 20

Procurement Officer



ADCS18-00007815 Guardianship Services

TABLE OF CONTENTS

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

Offer and Acceptance Form	2
Scope of Work	4
Scope of Work Definitions	15
Performance Measures	16
Special Terms and Conditions	18
Uniform Terms and Conditions	40
Special Instructions to Offerors	51
Uniform Instructions to Offerors	58



ADCS18-00007815 Guardianship Services

SCOPE OF WORK

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

1.0 **Purpose**

The purpose of this solicitation is to contract with an organization to provide information, education, consultation, training, support and outreach on behalf of the Arizona Department of Child Safety for child permanency through permanent guardianship when it is in a child's best interest.

2.0 Background

2.1 The Arizona Department of Child Safety (ADCS) is statutorily responsible to provide services to families whose children are involved with ADCS. ADCS Vision and Mission Statements are:

<u>Vision</u>: Children thrive in family environments free from abuse and neglect. <u>Mission</u>: Successfully engage children and families to ensure safety, strengthen families, and achieve permanency.

- 2.2 The ADCS options for achieving permanency are reunification, adoption, guardianship or another permanent planned living arrangement (APPLA).
- 2.3 Currently, there are approximately 16,000 children in out-of-home care in Arizona.
- 2.4 Approximately 6% of Arizona children who enter care exit to guardianship. Nationally, of children who exited out-of-home care in 2015, 9% exited to guardianship.
- 2.6 American Indian tribes do not view adoption as preferable to guardianship. The ADCS desires to provide culturally responsive services and permanency outcomes to the 21 tribes in Arizona.
- 3.0 **Service requirements:** The Contractor shall provide services, including but not limited to:
 - 3.1 General requirements:
 - 3.1.1 Conduct stakeholder outreach and education to increase awareness of permanent guardianship as a permanency goal, and the child and family circumstances to consider when choosing between adoption, guardianship, or another planned permanent living arrangement (APPLA) when a child is unable to reunify with a parent.
 - 3.1.2 Provide case specific consultation to assist parents, youth, extended family members, out-of-home caregivers, ADCS Specialists, and ADCS Program Supervisors to explore guardianship and identify the permanency goal that is in the child's best interest when a child is unable to reunify with a parent.
 - 3.1.3 Availability of services to include coverage Statewide and to include weekends and evenings based on the needs of the family.
 - 3.1.4 Ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served. Have the ability to serve non-English speaking families by being able to speak the language of client and/or



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SCOPE OF WORK

child; or the Contractor must provide an interpreter over the age of twenty-one (21) who is capable of translating for the client. The Contractor is responsible for all cost associated with the interpreter in the following languages: Spanish, American Sign Language, Arabic, Farsi, Swahili and all Native American languages. Costs associated with translation for any other language shall be a pass through cost will not mark up.

- 3.1.5 Access the Children's Information Library and Data Source (CHILDS) to enter case notes or other required documentation. The Contractor shall be responsible for any costs associated with accessing CHILDS.
- 3.2 Specific requirements: The Contractor shall conduct, but not be limited to, the following activities.
 - 3.2.1 Stakeholder Outreach and Education
 - 3.2.1.1 Identify, develop, and/or revise informational materials that can be used to educate and inform stakeholders and potential permanent caregivers about guardianship as a permanency option.
 - 3.2.1.2 Create culturally relevant training material for potential caregivers that are specific to Indian Child Welfare Action (ICWA) requirements and cultural considerations.
 - 3.2.1.3 Prepare a frequently asked questions document on the Adoption and Title 8 Guardianship Information Training for posting on the ADCS Website.
 - 3.2.1.4 Research and develop content for a video recording of the Adoption and Title 8 Guardianship Information Training for posting on the ADCS website.
 - 3.2.1.5 Utilize a variety of communication methodologies and venues to inform child welfare stakeholders about:
 - guardianship as a permanency option,
 - criteria for determining if guardianship is in a child's best interest,
 - services to support permanent guardianship.
 - 3.2.1.6 Promote and provide Adoption and Title 8 Guardianship Information Training quarterly in Maricopa County and Pima County.
 - 3.2.1.7 All fliers, pamphlets, brochures, videos, educational resources, training materials, and other materials must be approved by the ADCS before being used by the Contractor.



ADCS18-00007815 Guardianship Services

SCOPE OF WORK

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

- 3.2.2 Permanency Planning Case Consultation:
 - 3.2.2.1 Meet with identified ADCS Field Operations Units to:
 - educate staff about guardianship as a permanency option, and
 - describe the services available under this contract.
 - 3.2.2.2 Review and assess case information provided monthly by the ADCS, to identify child(ren) and families that meet the criteria for permanency planning consultation. The ADCS will determine and provide to the Contractor the criteria for permanency planning consultation.
 - 3.2.2.3 Review each case that meets the criteria for permanency planning consultation with the assigned ADCS Specialist and ADCS Program Supervisor to:
 - confirm that consultation will occur, and
 - prioritize the cases.
 - 3.2.2.4 Meet with the child's current out-of-home caregiver, and the child if age 12 or older, to:
 - describe the importance of permanency,
 - provide information about the options for achieving permanency,
 - assist them explore the permanency options in relation to the child's best interest.
 - 3.2.2.5 Meet with the child's parent, guardian, or custodian <u>ONLY</u> if requested or approved by the assigned ADCS Specialist, to
 - describe the importance of permanency,
 - provide information about the options for achieving permanency,
 - and assist them explore the permanency options in relation to the child's best interest ADCS.
 - 3.2.2.6 Schedule a Case Plan Staffing or Team Decision Making (TDM) meeting according to ADCS policy and procedure, for each selected case, after meeting with the out-of-home caregiver, child (if applicable), parents (if applicable), and ADCS. The Contractor will assist the ADCS Specialist to invite the out-of-home caregiver and others to the staffing or meeting to encourage attendance.
 - 3.2.2.7 Notify the Department's Tribal Liaison that a Case Plan Staffing or TDM meeting has been scheduled to discuss the child's permanency plan for each selected case involving an American Indian child. The Tribal Liaison will contact the child's tribe and provide the tribe with information about the meeting and the purpose of the discussion.
 - 3.2.2.8 Attend each Case Plan Staffing or Permanency Planning TDM meeting to:
 - provide information and answer questions about the permanency options,



ADCS18-00007815 Guardianship Services

SCOPE OF WORK

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

- assist the family members and ADCS Specialist to explore the options and identify the permanency goal that is in the child's best interest.
- 3.2.2.9 Provide information about the permanency options of guardianship and adoption in accordance with the Practice Guidelines on Exploring Guardianship as a Permanency Plan and Exploring Adoption for Timely Permanency (azdcs.gov/About/Policy & Procedure/Policy Manual/Program Policy/Chapter 5/28-34) found at <u>https://extranet.azdes.gov/dcyfpolicy/#Welcome.htm%3FTocPath%</u> <u>3DProgram%2520Policy%2520%7C 0</u> and other materials approved by the ADCS. The Contractor will include in the discussion, at a minimum, the following:
 - legal processes and post-permanency duration,
 - post-permanency subsidies and supports,
 - caregiver rights and responsibilities, and
 - visitation and contract with parents and siblings.
- 3.2.2.10 If adoption is identified as the child's permanency goal, meet with the prospective adoptive parents and youth to provide information to support timely permanency and post-permanency stability.
 - Provide information about the adoptive home certification process, fingerprint clearance card requirements, adoption subsidy, and other post-adoption supports.
 - Assist the prospective adoptive parents to begin the certification, fingerprinting, and adoption subsidy application processes, as applicable to the particular case.
 - Assist the prospective adoptive parents and youth to identify and/or obtain culturally relevant services and supports to strengthen the family's protective factors, the caregiver's ability to meet the child's needs, and post-permanency stability.
- 3.2.3 Permanency Planning Case Management Augmentation
 - 3.2.3.1 Accept referrals from the ADCS for Permanency Planning Case Management Augmentation services for children with a permanency goal or concurrent permanency goal of permanency guardianship.
 - 3.2.3.2 Follow the requirements of the ADCS Policy and Procedure Manual, to complete procedures necessary to achieve permanent guardianship, such as
 - conducting a home study of the prospective guardian, when necessary;
 - completing the Referral for Guardianship; and
 - assisting the prospective guardian to apply for guardianship subsidy and AHCCCS.



ADCS18-00007815 Guardianship Services

SCOPE OF WORK

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

- 3.2.3.3 Maintain monthly contact (either by telephone or in person) with the prospective guardian to:
 - answer questions about the permanency planning process,
 - assist with completion of the guardianship subsidy application,
 - obtain information needed to assist the Attorney General's office to file the motion for guardianship, and
 - assist the prospective guardian to identify and obtain culturally relevant post-permanency services and supports to strengthen the family's Protective Factors and the caregiver's ability to meet the child's needs (e.g. TANF, Social Security benefits, AHCCCS, community or natural supports).
- 3.2.3.4 Participate in meetings (case plan staffings, TDM meetings, etc.) during which the child's permanency plan is discussed.
- 3.2.3.5 Demonstrate honor and respect for the potential permanent caregiver's cultural values regarding adoption, permanent guardianship, family, and permanency during all communications.
- 3.2.3.6 Consult and communicate with the assigned ADCS Specialist and/or ADCS Program Supervisor about recommendations and courses of action for selected cases.
- 3.2.3.7 Close Permanency Planning Case Management Augmentation services only for the following reasons:
 - no more than 30 days following a court order of permanent guardianship for the child.
 - a court order changing the permanency goal to a goal other than guardianship,
 - upon approval of the ADCS Specialist if the prospective guardian disengages from services after three weeks of concerted efforts by the Contractor to reengage the prospective guardian.

4.0 CONTRACTOR REQUIREMENTS: The Contractor Shall:

- 4.1 <u>Staffing</u>:
 - 4.1.3 Ensure that employed or contracted staff meet the following qualifications:
 - 4.1.3.1 A Bachelor's degree in social work or related field, with a knowledge of permanency planning practices and a basic knowledge of the ICWA laws.
 - 4.1.3.2 Have a clear Central Registry Background Check and a Level One fingerprint clearance card prior to delivering services to ADCS clients, which is to be reviewed and updated annually.



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

- 4.1.3.3 Have not been placed on probation or parole for the last ten (10) years from present date.
- 4.1.3.4 Have no civil, criminal, or juvenile restraining orders within the last ten (10) years from present date.
- 4.1.3.5 Have a clear pre-employment drug test result, as well as clear random annual drug testing results.
- 4.1.4 Professional Standards:
 - 4.1.4.1 Staff are to be well groomed, and present a professional appearance. Clothing prohibited to wear includes:
 - Any garments deemed inappropriately tight, short, or revealing (mesh tops, midriff tops, tank tops, tube tops, short shorts, Work out and/or Yoga pants, etc.)
 - T-shirts that have decals, slogans, or pictures that contain references to illegal substances (i.e. alcohol, drugs, etc.) or immoral behavior are not allowed. (Provider Company Logo is acceptable)
 - Pants or shorts worn below the waist to the extent that the underwear and/or skin is/could be exposed.
 - Clothing shorter than 2" above the knee
 - 4.1.4.2 Staff shall treat clients in a courteous manner, refraining from profanity and adverse personal gestures toward them during services performed.
 - 4.1.4.3 Demonstrate honor and respect for the potential permanent caregiver's cultural values regarding adoption, permanent guardianship, and family, and permanency during all communications
 - 4.1.4.4 No employees, under any circumstances, shall engage with clients in any act of sexual contact and/or sexual conduct as defined in A.R.S. § 13-1401 and A.R.S. § 13-3551.
- 4.1.5 Maintain confidentiality of case and case record at all times in accordance with:
 - 4.1.5.1 ADCS policy (<u>https://dcs.az.gov/about/dcs-policies</u>)
 - 4.1.5.2 Arizona State Library Archives (http://www.azlibrary.gov/arm/retention-schedules)
 - 4.1.5.3 ADCS Business Associate Agreement with HITECH
 - 4.1.5.4 The Social Security Administration Privacy Act (<u>https://www.ssa.gov/agency/privacyact.html</u>).



ADCS18-00007815 Guardianship Services

SCOPE OF WORK

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

4.1.6 Contractor is prohibited from sharing any information regarding, or pictures of any parent/caregivers or children, including but not limited to verbally, on social, printed, or electronic media.

4.2 <u>Personnel File</u>

- 4.2.1 Maintain the following in staff's personnel file and update annually:
 - 4.2.1.1 Proof of education, i.e. High School or College transcripts;
 - 4.2.1.2 Proof of work experience, i.e. resume;
 - 4.2.1.3 Any certifications (i.e. EMT, Medical, etc.)
 - 4.2.1.4 Central Registry Background Check;
 - 4.2.1.5 Level One fingerprint clearance card;
 - 4.2.1.6 Evidence of drug testing records including pre-employment drug testing results and random annual drug testing results.

5.0 REPORTING REQUIREMENTS

- 5.1 <u>Significant Incident Report</u> The Contractor shall report to the ADCS Contract Specialist any significant incidents involving a person served under this contract. Significant incidents shall be verbally reported or sent by secure email or fax to the ADCS Specialist within two (2) hours of the occurrence, and the ADCS Significant Incident Report CSO-1151A shall be provided within 24 hours unless immediately requested by ADCS. Significant incidents may include but are not limited to:
 - o Individual deaths
 - o Suicide attempts
 - o Self-abuse
 - o Physical abuse and allegations of physical abuse
 - o Sexual abuse and allegations of sexual abuse
 - o Any incident involving injury or trauma
 - o Threats and/or altercation with parent, staff or child
 - o Damage or theft of property



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

- Disasters, such as major fire in the facility when individuals were present or which affect individual care areas
- $\circ\;$ When medicine is administered in an emergency situation

5.2 Service Case Records:

- 5.2.1 Establish and maintain a confidential service case record for each case where guardianship is a permanency option is being pursued. A service case record shall include at least the following information:
 - 5.2.1.1 Copy of the referral packet
 - 5.2.1.2 All documents related to services provided to client
 - 5.2.1.3 All reports and forms identified in Section 5
 - 5.2.1.4 Copies of any documents provided by the parent/caregiver
 - 5.2.1.5 Record of all contacts in person, in writing, electronically or telephonically, including but not limited to, the parent/caregiver, children, the court, attorneys, mental health professionals, community agencies, and/or referring agencies
 - 5.2.1.6 Any significant incidents that occurred in relation to the parent/caregiver's case or any incident related to or during delivery of service as noted in Section 5.1.
 - 5.2.1.7 Include documentation for all correspondents, communication, contact with family members or caregivers, and missed appointments of any kind with the parent/caregiver, ADCS personal, placement or any other party associated with the case in the case notes.
- 5.2.2 Limit service case records to facts, professional assessments and recommendations, observations, and direct statements made by the parties, not personal conclusions, suggestions, or opinions of the Contractor.
- 5.2.3 Ensure all entries in the service case record are complete, dated and signed by the provider. The Contractor and/or Contractor staff are prohibited from altering or changing another staff member's notes or entries.
- 5.2.4 Provide documentation about the case activity within two (2) business days if ordered by the court or requested by ADCS.
- 5.2.5 Provide the original service case record to ADCS and retain a copy of the requested service case record within two (2) business days upon request from ADCS.



ADCS18-00007815 Guardianship Services

SCOPE OF WORK

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

- 5.3 <u>Closure Summary Report</u> shall be prepared (See Exhibit A) when Contract has determined either finalization of permanency or disengagement on the case.
- 5.4 <u>Monthly Report</u> shall be prepared (See Exhibit B) and submitted within fifteen (15) days following the end of each service month and shall include at a minimum:
 - 5.4.1 Narrative and statistical information including:
 - a description of work to develop or review materials pursuant to 3.2.1.1 through 3.2.1.4;
 - the number of stakeholder outreach activities held pursuant to 3.2.1.5, and a description of each event;
 - the number of Adoption and Title 8 Guardianship Training events held pursuant to 3.2.1.6;
 - the number of cases open for Permanency Planning Case Consultation on the first day of the reporting month;
 - the number of cases open for Permanency Planning Case Consultation on the last day of the reporting month;
 - the number of meetings held with out-of-home caregivers or family members pursuant to 3.2.2.5 and 3.2.2.6;
 - the number of Case Plan Staffings or TDM meetings attended pursuant to 3.2.2.8;
 - the number of Case Plan Staffings for TDM meetings held during the month that resulted in a decision to implement a plan of permanent guardianship;
 - the number of Case Plan Staffings or TDM meetings held during the year that resulted in a decision to implement a plan of adoption;
 - the number of children open for Permanency Planning Case Management Augmentation services on the first day of the month;
 - the number of children open for Permanency Planning Case Management Augmentation services on the last day of the month;
 - the number of children whose services were closed during the month following an order of permanent guardianship; and
 - the number of children whose services were closed during the month following an order changing the permanency goal to a goal other than permanent guardianship.
- 5.5 <u>Annual Report</u> shall be prepared (See Exhibit C) and submitted within thirty (30) days following the end of the contract period and shall include but is not limited to a summary of the following:
 - Aggregated data from monthly reports
 - Trends observed from case management activities (e.g. the percentage of children that achieved guardianship related to the number identified for case consultation)
 - Description of processes that have been observed to be successful in moving a child to guardianship
 - Feedback received from placements



ADCS18-00007815 Guardianship Services

SCOPE OF WORK

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

- 5.6 The ADCS reserves the right to request the Contractor to submit additional or revised reports related to the provision of services.
- **6.0 PAYMENT UNITS:** Payment will not be made unless there is a valid referral or service authorization.
 - 6.1 Stakeholder outreach and education Hourly rate upon finalization of an informational document, session or video.
 - 6.2 Permanency planning case consultation case rate Case rate for monthly file review, meetings with family members, arranging and attending Case Plan Staffings and TDM meetings. This case rate will be paid upon completion of the Case Plan Staffing or TDM Meeting, or upon completion of the meeting with the prospective adoptive parents and youth if a goal of adoption is identified (Estimated 24 hours per case).
 - 6.3 Permanency planning case management augmentation case rate for successful engagement Inclusive rate for maintaining monthly contact with the prospective guardian, assisting to arrange post-permanency supports, and completion of the home study (if applicable) and referral for guardianship. This case rate will be paid upon service closure, following an order for permanent guardianship (Estimated 40 hours per case).
 - 6.4 Permanency planning case management augmentation case rate for unsuccessful engagement Inclusive rate for maintaining monthly contact with the prospective guardian, assisting to arrange post-permanency supports, and completion of the home study and referral for guardianship. This case rate will be paid upon service closure, following an order that the goal changes to an option other than permanent guardianship or adoption, or following disengagement by the prospective guardian (Estimated 22 hours per case).

7.0 INVOICES

- 7.1 <u>Monthly Invoice</u> shall be prepared and submitted to the ADCS within fifteen (15) calendar days following the end of each service month.
- 7.2 The Monthly Invoice shall include a certification that states; "This invoice is a true and accurate account of the services provided for the time period specified. This invoice constitutes the full and complete charge for the services described above. No further invoices for payment of these services will be made; these services have been provided without discrimination based on age, race, color, creed, sex, religion, or national origin. This statement is subject to federal and state audit review."
- 7.3 The Monthly Invoice shall be signed and dated by the person authorized to submit invoices for the Contractor.



ADCS18-00007815 Guardianship Services

SCOPE OF WORK

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

- 7.5 <u>Final Invoice</u>: Final invoices are due by the 30th day following the end of each contract year. The final invoice shall include all adjustments to invoices submitted during the immediately preceding contract year and all claims for unpaid services provided during the immediately preceding contract year.
- 7.6 Invoices shall be submitted via one of the following methods:
 - Electronically to: <u>CentralizedInvoicing@azdcs.gov</u>
 - Mailed to: ADCS Payment Processing S/C C010-01
 P.O. Box 6030
 Phoenix, AZ 85005-6030
 - Delivered to: ADCS Payment Processing 3003 N. Central Ave., Suite 108 Phoenix, AZ 85012

8.0 PERFORMANCE MEASURES

8.1 ADCS will be monitoring fidelity of delivery to program design, and the outcomes of this contract, based on the performance measures included in this document.



REQUEST FOR PROPOSAL DEFINITIONS

ADCS18- 00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

DEFINITIONS

Arizona Department of Child Safety (ADCS): The state agency whose primary purpose is to protect children and includes the coordination of services to achieve and maintain permanency on behalf of the child.

ADCS Specialist: The ADCS employee who is responsible for the case management of services provided to the family.

ADCS Program Supervisor: The supervisor of the ADCS employee who is responsible for case management services provided to the family.

Caregiver: Parties that provides legal (temporary, permanent or transitional) custody to child(ren).

Child: A person less than 18 years of age.

Client: The person(s) specified on the written referral from ADCS. This may be child(ren), parent(s), relative(s), caregiver(s), other family members or a combination thereof.

Parent: The lawful and natural father or mother of a person.

Program Manager: The Manager of the section within the region.

Referral: ADCS's written signed request for specific services. It may include a match or unmatched service authorization.

Rural Counties: Include Mohave, La Paz, Yuma, Yavapai, Coconino, Navajo, Apache, Gila Graham, Greenlee, Cochise, and Santa Cruz Counties.

Safety Threats: Family behavior, conditions or circumstances that could result in harm to a child.

Significant Incident: Any unforeseen, unexpected, or unplanned event that involves (but is not limited to) death, injury, violence (including physical, written, or verbal threats of violence), illness, or transport to a hospital from a single incident, an injury to staff or client, the flight or disappearance of a client, property damage to a department asset or personal property, theft, vandalism, property damage that will impact clients, relatives, ADCS employees or administration, or the general public, and any other incident that may be considered newsworthy by the media or incur liability to the State of Arizona. **Significant Incident Report**: A document used to record and notify ADCS personnel of a significant incident according to timelines prescribed in Arizona Administrative Code Rule 6-5-5834 (as may be amended).

Out of home placement When a child is placed in any out-of-home setting, including foster home, group home, shelter care or a residential treatment facility.

Urban Counties: Includes Maricopa, Pinal, and Pima Counties



REQUEST FOR PROPOSAL ADCS18-00007815

ADC318-00007815

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

PERFORMANCE MEASURES

#	Performance Measure	Target	Due By	Performance Reporting Method	Report Frequency	Measure	Reference
1	Number/percentage of children who have a guardianship ordered within 3 months of determining guardianship is in the child's best interest.	75%	Monthly	Monthly report	Monthly	Number of children with active guardianship permanency applications divided by the number of applications closed to permanency	5.4
2	Number/percentage of children with a finalized guardianship who are enrolled in AHCCCS at the time of finalization.	100%	Upon Closure	Monthly report	Upon Closure	Number of children finalized divided by the number the number of children finalized who are enrolled in AHCCCS	3.2.3.3; 5.4
3	Number/percentage children who are enrolled for guardianship subsidy at the time of finalization.	100%	Upon Closure	Monthly reports	Upon Closure	Number of children finalized divided by the number the number of children finalized who are enrolled in the stipend program	3.2.3.2; 5.4
4	Number of outreach and education sessions conducted	3	Quarterly	Monthly report	Monthly	Number of outreach and educational events reported	3.2.1.6



ADCS18-00007815

PERFORMANCE MEASURES

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

5	Percentage of cases referred for guardianship that select guardian ship as a permanency plan		Annually	Monthly report	Monthly	Number of cases referred divided the number that select guardianship	5.4; 5.5
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ADCS18-00007815 Guardianship Services

SPECIAL TERMS AND CONDITIONS

- 1. **Definition of Terms**. In addition to the terms and conditions defined in section 1 of the Uniform Terms and Conditions, the following shall apply:
 - a. "Award Date" means the date the contract is executed by the Department. This may or may not be the same date at the "Effective Date" which is the date specified on the Offer and Award or Signature page.
 - b. "Department" means the Arizona Department of Child Safety (ADCS), unless otherwise indicated.
 - c. "Effective Date" means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.
 - d. "May" indicates something that is not mandatory but permissible.
 - e. "Shall, Must" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
 - f. "Should" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
 - g. "Vulnerable adult" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment

2. Legal Authority

- 2.1 <u>State</u>:
 - 1. Arizona Revised Statutes (A.R.S.) § 8-453 (A11) authorizes ADCS to make contracts and incur obligations within the general scope of its activities and operations subject to the availability of funds.
 - 2. A.R.S § 8-453 (A9bi) authorized ADCS to provide the cost of care of children who are adjudicated by the court as dependent and who are in out of home placement.
 - 3. A.R.S. § 8-846 authorizes ADCS to provide services to children and families.
 - 4. Arizona Constitution, Article 28 governs Limited English Proficiency in the State of Arizona.
- 2.2 <u>Federal</u>: Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq., and 45 C.F.R Part § 80.3(b) are the federal laws that prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq., and 45 C.F.R Part § 80.3(b) are the federal laws governing Limited English Proficiency. (Limited English Proficiency Policy DCS06-01).



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

- 3. **Eligible Agencies**. Any contract resulting from this solicitation shall be for the exclusive use of the State of Arizona agency designated.
- 4. **Term of Contract**. The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein.
- 5. **Contract Extension**. The State shall have the unilateral right to extend the contract period for four (4) additional one year periods or portions thereof for a total contract term not to exceed five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract.
- 6. **Estimated Quantities**. This solicitation references quantities as a general indication of the needs of the state. The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the state reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.
- 7. **Licenses**. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.
- 8. **Key Personnel**. It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.
- 9. **Amendments.** Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the Commerce Procurement Office of the State of Arizona. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation if applicable and entitled as an 'Amendment', and signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.
- 10 **Pricing**. Pricing shall be a firm fixed fee based inclusive of travel. The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment
- 11. **Removal of Contractor's Employees**. The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The State may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the State



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

12. Americans With Disabilities Act of 1990. The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination of the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

- 13. **Assignment**. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Arizona of all rights, title and interest in and to all causes of action that the contractor may be under the antitrust laws of the United States or the State of Arizona for which causes of action have accrued or will accrue as the result of or in relation to the goods or services purchases or procured by the contractor in the fulfillment of the contract with the State of Arizona.
- 14. **Availability of Funds for the Next Fiscal Year**. Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
- 17. **Confidential Information**. If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.R.S. § 41-2533(D) or A.R.S. § 41-2534(D), shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in § 41-2611 through § 41-2616

18. **Confidentiality of Information**.

- 18.1 The Contractor shall treat all information and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract, as confidential information to the extent that confidential treatment is provided under State and federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and protection of its rights hereunder.
- 18.2 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

- 18.3 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. The Arizona Department of Child Safety will advise the Contractor as to applicable policies and procedures the Arizona Department of Child Safety has adopted for such compliance.
- 19. **Multiple Awards**. In order to ensure adequate coverage of the requirements of various user agencies, multiple awards may be made.
- 20. **Non-Collusion**. By signing the bid, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.
- 21. **Non-Exclusive Contract**. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.
- 22. **Price Adjustment (Annual)**. The ADCS may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the State.

The contractor shall offer the State a price reduction on the contract product(s) concurrent with a published price reduction made by the manufacturer to other customers.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the State.

- 23. **Advertising, Publishing and Promotion of Contract**. In addition to Section 3.6 of the Uniform Terms and Conditions, the following shall apply:
 - 23.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
 - 23.1.1 "This program was funded through a contract with the Arizona Department of Child Safety. Points of view are those of the author and do not necessarily represent the official position or policies of the



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

Department."

- 24. **Audit**. In addition to the terms and conditions in Section 3.3 of the Uniform Terms and Conditions, the following shall apply:
 - 24.1 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as sub recipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:
 - a. Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)
 - b. Summary schedule of prior audit findings
 - c. Auditor's Reports (detailed in the A-133)
 - d. Corrective Action Plan.
 - 24.2 The Department's contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
 - 24.3 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.
 - 24.4 As prescribed in OMB Circular A-133, for-profit sub recipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, Department monitoring during the contract, and post-award audits.
 - 24.5 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

- 25. **Availability of Funds**. The Department may reduce payments or terminate this contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
- 26. **Background Checks for Employment through the Central Registry**. If providing direct services to children or vulnerable adults, the following shall apply:
 - 26.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
 - 26.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 - a. Any person who applies for a contract with this State and that person's employees;
 - b. All employees of a contractor;
 - c. A subcontractor of a contractor and the subcontractor's employees; and
 - d. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
 - 26.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
 - a. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 - b. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

- 26.4 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADCS clients after completion and submittal of the Direct Service Position certification form if the certification states:
 - a. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - b. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
 - c. The Certification for Direct Service Position can be obtained by emailing <u>DCYFCentralRegistryCheck@azdes.gov</u>
- 26.5 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADCS clients.
- 26.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check form is located under forms at: <u>https://dcs.az.gov/data/dcs-documents</u>

27. Code of Conduct.

- 27.1 The Contractor shall avoid any action that might create or result in the appearance of having:
 - a. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
 - b. Acted on behalf of the State without appropriate authorization;
 - c. Provided favorable or unfavorable treatment to anyone;
 - d. Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
 - e. Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or,
 - f. Loss of impartiality when advising the State
- 28. **Compliance with Applicable Laws**. In addition to Section 2 of the Uniform Terms and Conditions, the following shall apply:



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

- 28.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 28.2 Nothing in this contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.
- 28.3 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. § 13-3620 as may be amended.
- 28.4 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352)as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 28.5 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

29. Data Access Agreement.

29.1 When determined by the Department that accessing of confidential data will occur by the Contractor, the Contractor shall complete the Data Sharing Request Agreement and submit the completed Agreement to the DCS Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DCS Program sharing confidential data.

30. E-Verify.

- 30.1 In addition to the terms and conditions in Section 3.10 of the Uniform Terms and Conditions, the following shall apply:
- 30.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

30.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.

31. Fair Hearings and Service Recipients' Grievances.

- 31.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 31.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.
- 32. **Fees and Program Income**. Unless specifically authorized in the contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

33. Fingerprinting.

- 33.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- 33.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. § 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprinting, fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal matters, and criminal records checks relate to contract performance.
- 33.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:
 - a. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

- b. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 34.4 Federally recognized Indian tribes will submit and the Department of Child Safety shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).
- 34. **Inclusive Contractor**. Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

35. Indemnification and Insurance.

35.1 Indemnification Clause: To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation,



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

35.2 Insurance Requirements:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. <u>Minimum Scope And Limits Of Insurance</u>: Contractor shall provide coverage with limits of liability not less than those stated below.
 - 1. **Commercial General Liability (CGL) Occurrence Form** Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

•	General Aggregate	\$2,000,000
•	Products – Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Damage to Rented Premise	\$50,000
•	Each Occurrence	\$1,000,000

- a. The policy shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit, or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.
- b. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

- c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 1. **Business Automobile Liability:** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease Each Employee \$1,000,000
 - Disease Policy Limit \$1,000,000



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).
- B. <u>Additional Insurance Requirements:</u> The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
 - 1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
 - 2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- C. <u>Notice Of Cancellation</u>: Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, sent via secure email, hand delivered or sent by facsimile transmission to Arizona Department of Child Safety, Office of Contracts, 3003 N. Central, Suite 2000, Site Code C010-20, Phoenix, AZ 85012.

D. Acceptability of Insurers:

 Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

- 2. If the social services program utilizes the Social Service Contractors Indemnity Pool ("SSCIP") or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If the Qualified Vendor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.
- E. <u>Verification of Coverage:</u> Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
 - 1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
 - 2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
 - 3. All certificates required by this Contract shall be sent directly to Arizona Department of Child Safety, Office of Contracts, 3003 N. Central, Suite 2000, Site Code CH010-20, Phoenix, AZ 85012 unless the Scope of Work Reporting Requirements specifies otherwise. The State of Arizona <u>contract number and contract description shall be</u> <u>noted or referenced on the certificate of insurance</u>. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.
- F. <u>Subcontractors:</u> Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

- G. <u>Approval</u>: The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverage, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.
- H. **Exceptions:** In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

36. **IT 508 Compliance**.

a. Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

37. Levels of Service.

a. Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.

38. Monitoring.

- a. The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.
- 40. **Non-Discrimination**. In addition to Section 3.2 of the Uniform Terms and Conditions, the following shall apply:
 - 40.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
 - 40.2 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

- 40.3 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 40.4 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, insert Contractor name here) prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (insert Contractor name here) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (insert Contractor name here) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (insert Contractor name here) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: Barbara Corella 602-255-2864 Para obtener este documento en otro formato u obtener información adicional sobre esta política, Barbara Corella 602-255-2864

- 41. **Notices**. In addition to the Section 3.5 of the Uniform Terms and Conditions, the following shall apply:
 - 41.1 All notices shall reference the contract number.
 - 41.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the contract shall not be necessary:
 - a. Change of telephone number;
 - b. Changes in the name and/or address of the person to whom notices are to be sent;



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

- c. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or
- d. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

42. **Pandemic Contractual Performance**.

- 42.1 The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - a. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - b. Alternative methods to ensure there are services or products in the supply chain.
 - c. An up to date list of company contacts and organizational chart.
- 42.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 - a. After the official declaration of a pandemic, the State may temporally void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - b. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
 - c. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

43. **Payment Recoupment**.

- 43.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
 - a. Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;



ADCS18-00007815 Guardianship Services

SPECIAL TERMS AND CONDITIONS

- b. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
- c. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
- b. Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- c. Any amounts expended for items or purposes determined unallowable by the Department when this contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
- d. Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- e. Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
- f. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
- g. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
- h. Any payments made for services rendered before the contract begin date or after the contract termination date.

44. **Predecessor and Successor Contracts**.

44.1 The execution or termination of this contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

45 **Professional Standards**.

45.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.



ADCS18-00007815 Guardianship Services

SPECIAL TERMS AND CONDITIONS

- 46. **Records**. In addition to Section 3.1 of the Uniform Terms and Conditions, the following shall apply:
 - 46.1 Contract service records will be maintained in accordance with this contract. Records shall, as applicable, meet the following standards:
 - a. Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
 - b. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
 - c. Include time and attendance records for individual employees to support all salaries and wages paid;
 - d. For Fixed Price with Price Adjustment contracts, include:
 - e. Records of the source of all receipts and the deposit of all funds received by the Contractor;
 - i. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
 - ii. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
 - iii. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.
 - 46.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
 - 46.3 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 39.0 of the DCS Special Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
 - a. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
 - b. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

47. Relationship of Parties.

- 47.1 In addition to Section 2.4 of the Uniform Terms and Conditions, the following shall apply:
 - a. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
 - b. Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.
- 48. **Responsibility for Payments Indemnification**. The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- 49. **Subcontracts**. In addition to Section 5.2 of the Uniform Terms and Conditions, the following shall apply:
 - 49.1 Prior to adding a subcontractor to the contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:
 - a. Be on the Contractors company letterhead;
 - b. Be signed by an authorized representative of the Contractor;
 - c. Contain the following information:
 - i. The subcontractor's name, address, phone number, e-mail and primary point of contact;
 - ii. The certifications required of the subcontractor (if any);
 - iii. The subcontractor's small business status (if applicable);
 - iv. The type of goods and/or services to be provided by the subcontractor;



ADCS18-00007815 Guardianship Services

SPECIAL TERMS AND CONDITIONS

- v. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
- vi. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
- d. The State reserves the right to request additional information deemed necessary about any proposed subcontractor.
- 49.2 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department within five (5) calendar days of the request.
- 50. **Supporting Documents and Information**. In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish the Department with any further documents and information deemed necessary by the Department. Upon receipt of a request for information from DCS, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

51. **Termination for Any Reason**.

- 51.1 In the event the contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
- 51.2 In the event of termination or suspension of the contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. § 35-154as may be amended the provisions of this paragraph shall not apply.
- 51.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the contract, whichever is earlier.
- 52. **Termination for Default**. In addition to Section 9.5 of the Uniform Terms and Conditions, the following shall apply:



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL TERMS AND CONDITIONS

52.1 The Department may immediately terminate this contract if the Department determines that the health or welfare or safety of service recipients is endangered.

53. **Transition of Activities**.

- 53.1 In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the contractor under this contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
- 54. **Visitation, Inspection and Copying**. Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.
- 55. **Warranty of Services**. The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished
- 56. **Limited English Proficiency**: The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the DCS Policy, Limited English Proficiency, DCS 1-01-34 (Attachment 01).
- 57. **Cooperation with the Department's Investigation**. All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any DCS investigation, including but not limited to an Investigation by Division or Internal Affairs. Failure to adhere to this policy may result in DCS taking whatever actions it deems appropriate, from removal of the subject and or witness from working with DCS clients up to terminating the contract with DCS.



ADCS18- 00007815 Guardianship Services

UNIFORM TERMS AND CONDITIONS

UNIFORM TERMS AND CONDITIONS Version 9

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. "Days" means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.



ADCS18- 00007815 Guardianship Services

UNIFORM TERMS AND CONDITIONS

- 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. <u>Arizona Law</u>. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. <u>Implied Contract Terms</u>. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. <u>Contract Order of Precedence</u>. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. <u>Relationship of Parties</u>. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. <u>Severability</u>. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. <u>No Parole Evidence</u>. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. <u>No Waiver</u>. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party



ADCS18- 00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

UNIFORM TERMS AND CONDITIONS

accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. <u>Records</u>. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. <u>Non-Discrimination</u>. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. <u>Audit</u>. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. <u>Facilities Inspection and Materials Testing</u>. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. Uniform Terms and Conditions. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. <u>Notices</u>. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. <u>Advertising, Publishing and Promotion of Contract</u>. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. <u>Property of the State</u>. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The



ADCS18- 00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

UNIFORM TERMS AND CONDITIONS

Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. <u>Federal Immigration and Nationality Act</u>. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 <u>E-Verify Requirements</u>. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 <u>Offshore Performance of Work Prohibited</u>. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.



ADCS18-00007815 Guardianship Services

UNIFORM TERMS AND CONDITIONS

4. Costs and Payments

- 4.1. <u>Payments</u>. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. <u>Delivery</u>. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
 - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. <u>Availability of Funds for the Next State fiscal year</u>. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. <u>Availability of Funds for the current State fiscal year</u>. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the contractor;
 - 4.5.2. Cancel the Contract; or
 - 4.5.3. Cancel the contract and re-solicit the requirements.



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

UNIFORM TERMS AND CONDITIONS

5. Contract Changes

- 5.1. <u>Amendments</u>. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. <u>Subcontracts</u>. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. <u>Assignment and Delegation</u>. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. <u>Risk of Loss</u>. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

UNIFORM TERMS AND CONDITIONS

6.3. <u>Indemnification - Patent and Copyright</u>. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence..
- 6.4.2. Force Majeure shall not include the following occurrences:
 - 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.



ADCS18- 00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

UNIFORM TERMS AND CONDITIONS

- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. <u>Third Party Antitrust Violations</u>. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. <u>Liens</u>. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. <u>Quality</u>. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
 - 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2. Fit for the intended purposes for which the materials are used;
 - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. <u>Fitness</u>. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. <u>Inspection/Testing</u>. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. <u>Compliance With Applicable Laws</u>. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. <u>Survival of Rights and Obligations after Contract Expiration or Termination</u>.
 - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

UNIFORM TERMS AND CONDITIONS

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. <u>Right to Assurance</u>. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. <u>Non-exclusive Remedies</u>. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. <u>Nonconforming Tender</u>. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. <u>Right of Offset</u>. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State



ADCS18- 00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

UNIFORM TERMS AND CONDITIONS

concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. <u>Cancellation for Conflict of Interest</u>. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. <u>Gratuities</u>. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. <u>Suspension or Debarment</u>. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. <u>Termination for Convenience</u>. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.



ADCS18- 00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

UNIFORM TERMS AND CONDITIONS

- 9.5. Termination for Default.
 - 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
 - 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
 - 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6. <u>Continuation of Performance Through Termination</u>. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL INSTRUCTIONS TO OFFERORS

SPECIAL INSTRUCTIONS TO OFFERORS

1.0 **PRE-OFFEROR CONFERENCE**:

- 1.1 Information concerning the time and location of the pre-proposal conference may be found on the State's e- Procurement system, ProcureAZ (<u>https://procure.az.gov</u>).
- 1.2 The purpose of the conference is to clarify the contents of the solicitation in order to prevent any misunderstanding of ADCS position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to ADCS at the conference. ADCS will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required.
- 1.3 Oral statements or instructions will not constitute an amendment to the solicitation.
- 1.4 Persons with a disability may request a reasonable accommodation, such as receiving this document in an alternative format, by contacting the Procurement Officer of Record for this solicitation. Any requests should be made as early as possible to allow sufficient time to arrange for accommodation. Only official solicitation amendments issued by ADCS through ProcureAZ shall constitute a change to the solicitation.

2.0 OFFER SUBMITTAL

- 2.1 <u>ProcureAZ</u>. Offers in response to this solicitation shall be submitted within the State's eProcurement system, PROCUREAZ (<u>https://procure.az.gov</u>) on the forms and in the format specified.
 - 2.1.1 Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field.
 - 2.1.2 Offers submitted outside PROCUREAZ, or those that are received on or after the date/time stated in the 'Bid Opening Date' field, shall be rejected.
 - 2.1.3 Questions concerning the submission of Offers through ProcureAZ shall be directed to the PROCUREAZ Help Desk (procure@azdoa.gov or 604-544-7600).
 - 2.1.4 Offerors shall copy solicitation attachments to their computer. Information entered on the attachments by the Offerors must be saved with the completed attachment uploaded to ProcureAZ as an appropriately named attachment as part of the submitted Offer.
 - 2.1.5 Offer shall update all fields of the ProcureAZ Vendor Registration ensuring that the ProcureAZ registration matches the legal name on the Arizona Substitute W9 and that name matches the name the vendor is registered with at the Internal Revenue Service (http://spo.az.gov/ProcureAZ/default.asp).



ADCS18-00007815 Guardianship Services

SPECIAL INSTRUCTIONS TO OFFERORS

- 2.2 <u>Questions related to this solicitation</u> All questions related to this solicitation shall be submitted in ProcureAZ on the **Q&A tab at least five (5) days prior to Bid Opening** <u>date and time</u>.
- 2.3 ADCS reserves the right to:
 - 1. Respond to questions as an Amendment to the solicitation
 - 2. Respond to all questions as a group through an Amendment to the solicitation, or
 - 3. Respond in ProcureAZ on the Q&A tab.
- 2.4 <u>Required Response Documents</u>. Offers shall include the following shall include at least the following information in the order listed below completed as requested in any instruction contained within this solicitation. Complete and submit all information requested. Information will be utilized in the evaluation process. Failure to complete and submit all required information may have a negative impact on the evaluation of the offer and/or deem the Offeror nonresponsive.
 - 2.4.1 Signed Offer and Acceptance Form (page 2 of this RFP)
 - 2.4.2 Attachment 01 Summary of Offerors Experience and Capacity Questionnaire
 - 2.4.3 Attachment 02 Service Implementation Questionnaire
 - 2.4.4 Attachment 03 Facility Location & Staffing Chart
 - 2.4.5 Attachment 04 Participation in the Israel Boycott Notification
 - 2.4.6 Attachment 05 Designation of Confidential, Trade Secret and Proprietary Information
 - 2.4.7. Attachment 06 ADCS Business Associate Agreement with HITECH and HIPPA

3.0 EVALUATION

- 3.1 <u>Opening</u>. Proposals received by the correct time and date will be opened and the name of each Offeror will be publicly available. Proposals will not be subject to public inspection until after contract award. Offers shall be evaluated in accordance with A.A.C. R4-7-C416 to determine the responsible offeror whose offer is the most advantageous to the State based on the evaluation factors set forth in this solicitation. Price evaluation shall be limited to unit prices and/or extended unit prices and shall not include any corresponding taxes that may be associated.
- 3.2 In accordance with the Arizona Procurement code § 41-2534, award shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors below are listed in their relative order of importance.

Evaluation Criteria 1 – Service Implementation/Methodology Evaluation Criteria 2 – Cost Evaluation Criteria 3 – Capacity of Offeror, Experience, Expertise, & Areas of Past Performance

3.3 <u>Acceptable Formats</u> - All documents submitted in response to this solicitation shall be submitted in the ProcureAZ e-procurement system on the forms and in the acceptable



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL INSTRUCTIONS TO OFFERORS

format specified in the RFP. Acceptable document formats include .DOC and .DOCX (Microsoft Word), .XLS and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint) and .PDF (Adobe Acrobat).

- 3.3.1 Where page limits are identified for a given response, Offerors should not exceed the limit. That portion of a response which exceeds the limit will not be evaluated and may have a negative impact on the evaluation.
- 3.4 <u>Conformance with Terms and Conditions:</u> Offerors shall state their understanding and acceptance of all Uniform and Special Terms and Conditions and all requirements stated within this solicitation by indicating so within the Terms & Conditions Tab of the solicitation within ProcureAZ. Offerors shall indicate any exceptions by stating the exact section and paragraph number in question and shall provide alternate replacement language for consideration by the State.
 - 3.4.1 Exceptions to the Terms and Conditions, as stated in the Uniform Instructions to Offerors paragraph 4.4, will impact an Offeror's susceptibility for award.
- 3.5 <u>Responsibility, Responsiveness and Susceptibility</u> In accordance with A.R.S. 41-4544(G), A.A.C. R4-7-C411, A.A.C R4-7-C414 and R4-7-C416, the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the proposal's responsiveness and susceptibility for contract award.
 - 1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
 - 2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
 - 3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors; a. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
 - 4. Whether the Offeror promptly supplied all requested information concerning its responsibility;
 - 5. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound,



ADCS18-00007815 Guardianship Services

SPECIAL INSTRUCTIONS TO OFFERORS

reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;

- 6. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- 7. Whether the Offer limits the rights of the State;
- 8. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
- 9. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 10. Whether the Offeror provides misleading or inaccurate information.
- 3.6 <u>Confidential and Trade Secrets</u>. If the Offeror believes a portion of the proposal contains information that should be withheld from public review, the Offeror shall identify in **ProcureAZ the document as confidential by clicking on the Confidential Box after the document is added as an Attachment, and the Offeror shall fill out the "Designation of Confidential, Trade Secret & Proprietary Information" form with the box stating the "my response does contain trade secret information because" The information identified as confidential shall not be disclosed until the ADCS Chief Procurement Officer makes a written determination. Historically, only information which is patented, copyright protected, a trade secret, or proprietary has been deemed as confidential.**

4.0 INITIAL OFFER SUBMITTAL REQUIREMENTS

4.1 Capacity of Offeror, Experience, Expertise, & Areas of Past Performance

- 4.1.1 The Offeror shall submit a completed <u>Attachment 01 Summary of Offerors</u> <u>Experience and Capacity Questionnaire</u> in ProcureAZ. The Offeror shall name the attached file: **Attachment 01 Summary of Offerors Experience**
- 4.1.2 The Offeror shall submit a completed <u>Attachment 03 Facility Location &</u> <u>Staffing Chart</u> and an organization chart displaying all of the Key Personnel and their interrelationships as it pertains to the proposed Guardianship Services. The Offeror shall name the attached file: **Attachment 03 Facility Location and Staffing Chart.**



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL INSTRUCTIONS TO OFFERORS

- 4.2 <u>Rates</u> Offeror shall provide firm, fixed prices within the line Items in ProcureAZ. The Offeror is to complete the Items tab in ProcureAZ as follows:
 - 1. Enter a "Unit Rate" for the proposed _____ Rate.
 - 2. If the Offeror is not bidding on a line item, <u>check the No Bid box.</u>
 - 3. The Offeror is to use the drop-downs to change the following fields from the default settings to "blank" on the Vendor General Tab:
 - Payment Terms
 - Freight Terms
 - Shipping Method and
 - Shipping Terms
 - 4. **Do not enter an Alternate Description**
 - 5. **Do not enter Taxes**
- 4.2 <u>Service Implementation/Methodology</u>
 - 4.4.1 Offerors submitting a proposal for Parent Aide Services shall submit a completed <u>Attachment 02 Service Implementation Questionnaire</u> in ProcureAZ. Restate each item on the Questionnaire and directly beneath it submit the written narrative in sufficient detail to allow for adequate evaluation of the proposal. Attach the completed form in PROCUREAZ, and name the attached form: Attachment 02 Service Implementation Questionnaire.
- 4.4 <u>Additional Documents</u> The following documents are required and shall be submitted in ProcureAZ. Failure to include the required documents may have a negative impact on the evaluation of the offer and could result in the offer being determined non-susceptible for award of a contract.
 - 4.4.1 A completed and signed Offer and Acceptance Form. A physical address matching the Offeror's ProcureAZ registration is required. In ProcureAZ, name the attached file: **Offer and Acceptance**.
 - 4.4.2 Submit a completed and signed <u>Attachment 04 Participation in Boycott of Israel</u> <u>Notification</u> form. In ProcureAZ, name the attached file: **Attachment 04 Participation in Boycott of Israel Notification.**
 - 4.4.2 Submit a completed and signed <u>Attachment 05 Designation of Confidential</u>, <u>Trade Secret & Proprietary Information</u> form and any supporting information to assist the State in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure. In ProcureAZ, name the attached file: **Attachment 05 Designation of Confidential, Trade Secret and Proprietary Information.**



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL INSTRUCTIONS TO OFFERORS

4.4.3 A signed and dated <u>Attachment 06 - ADCS Business Associate Agreement with</u> <u>HITECH</u> in ProcureAZ, name the attached file: **Attachment 06 ADCS Business Associate Agreement with HITECH and HIPPA.**

5.0 Clarifications/Discussions

- 5.1 Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its proposal.
- 5.2 <u>Discussions</u>. As provided by A.A.C. R4-7-C414, discussions may be conducted with Offerors who submit offers determined to be reasonably susceptible of being selected for award. Award may be made without discussions, therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price or cost and technical standpoint.
- **6.0** Best and Final Offer: If discussions are conducted, the State shall issue a written request for Best and Final Offers.
 - 6.1 The request shall set forth the date, time and place for the submission of final proposal revisions. Best and Final Offers shall be requested only once, unless the State makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.
 - 6.2 If the Best and Final Offer is not received, or if it is withdrawn prior to the Best and Final Offer deadline, the immediately previous offer will be construed as the Best and Final Offer.

7.0 Debriefing

7.1 After contract award the Offeror is encouraged to ask questions to clarify or resolve any concerns arising from this solicitation or contract award. The primary goal is to answer the Offerors questions and concerns at the lowest administrative level. Experience has demonstrated that most issue may be successfully resolved at this level; therefore, preferable to more formal procedures. Questions should be directed to the ADCS Contract Unit person.

8.0 Documents Required Post Award

8.1 <u>Offeror Insurance</u>: If you are awarded a contract, you will be required to submit a Certificate of Insurance (COI) that reflects the coverage in the minimum amounts stated in the ADCS Special Terms and Conditions within ten (10) days. The form can be



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

SPECIAL INSTRUCTIONS TO OFFERORS

submitted to:

Arizona Department of Child Safety Attn: DCS Contracts Unit 3003 N. Central, Site Code C010-20 Phoenix, AZ 85012

- 8.2 A completed, signed, and dated **Arizona Substitute W-9.** The name on the ARIZONA SUBSTITUTE W9 must match the name registered in PROCUREAZ; and the name used for the Internal Revenue Service.
- 8.3 A completed **Listing of Employees and Subcontractors** for submittal to Central Registry.
- 8.4 <u>Central Registry Form DCS-1083A</u>: The Central Registry Background Check is to be used as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults.
 - 8.4.1 Upon contract award, the Offeror shall submit the **Central Registry Form DCS-1083A** for each employee, subcontractor employee and prospective employee or volunteer of the contractor or subcontractor that is proposed to provide direct services to children or vulnerable adults. This form(s) are to be submitted to the ADCS location specified on the form. Failure to submit these forms will have a negative impact on the evaluation of the offer and will result in the offer being determined non-susceptible for award of a contract.



ADCS18-00007815 Guardianship Services

UNIFORM INSTRUCTIONS TO OFFERORS

UNIFORM INSTRUCTIONS TO OFFERORS

A. Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

- 1. *"Attachment*" means any item the Solicitation requires an Offeror to submit as part of the Offer.
- 2. "Best and Final Offer" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Proposal Revision.
- 3. "Contract" means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 4. *"Contract Amendment"* means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
- 5. "Contractor" means any person who has a Contract with a state governmental unit.
- 6. "Day" means calendar days unless otherwise specified.
- 7. "*eProcurement (Electronic Procurement)*" means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paperbased procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.
- 8. "*Exhibit*" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 9. *"Offer"* means a response to a solicitation.
- 10. "Offeror" means a person who responds to a Solicitation.
- 11. *"Person"* means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- 12. "*Procurement Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 13. "Solicitation" means an Invitation for Bids ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Quotations ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
- 14. "Solicitation Amendment" means a change to the Solicitation issued by the Procurement Officer.



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

UNIFORM INSTRUCTIONS TO OFFERORS

- 15. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 16. "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

- 1. <u>Duty to Examine</u>. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- 2. <u>Solicitation Contact Person</u>. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.
- 3. <u>Submission of Inquiries</u>. All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
- 4. <u>Timeliness</u>. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 5. <u>No Right to Rely on Verbal or Electronic Mail Responses</u>. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- 6. <u>Solicitation Amendments</u>. The Solicitation shall only be modified by a Solicitation Amendment.
- 7. <u>Pre-Offer Conference</u>. If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- 8. <u>Persons With Disabilities</u>. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.



ADCS18-00007815 Guardianship Services

UNIFORM INSTRUCTIONS TO OFFERORS

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

C. Offer Preparation

- 1. <u>Electronic Documents</u>. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- 2. <u>Evidence of Intent to be Bound</u>. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Offer.
- 3. <u>Exceptions to Terms and Conditions</u>. All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - 3.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 3.2. Request for Proposals. All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.
- 4. <u>Subcontracts</u>. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 5. <u>Cost of Offer Preparation</u>. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 6. <u>Federal Excise Tax</u>. The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 7. <u>Provision of Tax Identification Numbers</u>. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number as part of the Offer.
 - 7.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

UNIFORM INSTRUCTIONS TO OFFERORS

Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

- 8. <u>Identification of Taxes in Offer</u>. The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.
- 9. <u>Disclosure</u>. If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 10. <u>Delivery</u>. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 11. <u>Federal Immigration and Nationality Act</u>. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.
- 12. <u>Offshore Performance of Work Prohibited</u>. Any services that are described in the specifications or scope of work that directly serve the State or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

D. Submission of Offer

- 1. <u>Offer Submission, Due Date and Time</u>. Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.
- 2. <u>Offer and Acceptance</u>. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer,



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

UNIFORM INSTRUCTIONS TO OFFERORS

and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.

- 3. <u>Solicitation Amendments</u>. A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
- 4. <u>Offer Amendment or Withdrawal</u>. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 5. <u>Confidential Information</u>. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.
- 6. <u>Public Record</u>. All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.
- 7. <u>Non-collusion, Employment, and Services</u>. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
 - 7.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 7.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. <u>Unit Price Prevails</u>. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

- UNIFORM INSTRUCTIONS TO OFFERORS
- 2. <u>Taxes</u>. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 3. <u>Prompt Payment Discount</u>. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.
- 4. <u>Late Offers</u>. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5. <u>Disqualifications</u>. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- 6. <u>Offer Acceptance Period</u>. An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 7. <u>Waiver and Rejection Rights</u>. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 7.1 Waive any minor informality;
 - 7.2. Reject any and all Offers or portions thereof; or
 - 7.3 Cancel the Solicitation.

F. Award

- 1. <u>Number of Types of Awards</u>. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.
- 2. <u>Contract Inception</u>. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 3. <u>Effective Date</u>. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.



ADCS18-00007815 Guardianship Services

State of Arizona Department of Child Safety Office of Procurement & Contracts 3003 N. Central Ave., 20th Fl. Phoenix, AZ 85012

UNIFORM INSTRUCTIONS TO OFFERORS

G. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:

- 1. The name, address, email address and telephone number of the interested party;
- 2. The signature of the interested party or its representative;
- 3. Identification of the purchasing agency and the Solicitation or Contract number;
- 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 5. The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

Permanent Guardianship



Arizona Department of Child Safety Community Advisory Committee February 2, 2018



An independent voice for Arizona children at the state capitol and in the community. CAA works to improve children's health, education, and security through information and action.

Beth Rosenberg Director of Child Welfare and Juvenile Justice

History

 Established in 1999, Permanent Guardianship provided another option for children to exit foster care

 Allowed guardianship subsidy to be granted after caregiver applied for all other state and federal benefits

 When established, monthly guardianship stipend matched the adoption subsidy amount

Demographics

 In May 2017, there were 2,737 children living with 1,657 permanent guardians in Arizona

 10,236 children have left foster care for permanent guardianship from 2002-2016

Annually, an average of 682 children
 exit foster care for guardianship



Recent Legislation

 In 2017, SB 1360 passed, allowing permanent guardianship to be approved during a pending dependency petition

 Prior to this, reunification and adoption had to be ruled out prior to consideration of guardianship

This change allowed children to avoid entering foster care if caregivers were granted guardianship instead

Supports Have Eroded for Guardianship

TANF

BEFORE: Guardians could receive TANF child-only assistance
NOW: Children in a permanent guardianship status are no longer
eligible for TANF child-only benefit if their guardian does not also qualify

Health Care

BEFORE:If receiving TANF, child was automatically enrolled in AHCCCSNOW:Guardians must apply for AHCCCS health coverage and oftenare not accurately informed of their eligibility

Lower Subsidy Rates

BEFORE: Average guardianship subsidy equaled adoption subsidy payments NOW: Average guardianship subsidy rates (\$380/month) are just over half average adoption subsidy rates (\$750/month)

Issues

Need for clearer policies, practices and processes at all levels
 DCS, DES, AHCCCS and juvenile courts
 Confusion over eligibility for AHCCCS

Lack of consistent information for families considering guardianship

 Lack of assessment by DCS on what is the most appropriate path for families based on the benefits and risks of each permanency option

Fiscal disincentives for caregivers to choose guardianship

Lack of DCS staff support after guardianship is granted

 Youth that are granted guardianship just before they turn 18 lose eligibility for AHCCCS until age 26 and Independent Living Subsidy Program through age 21

 If these placements are not stable and permanent, the youth may lose out on permanency and financial incentives of remaining in care

Recommendations for DCS

Additional DCS support after guardianship is granted

 Create or designate DCS staff positions to support permanent guardians when questions or concerns arise to help stabilize families

Thorough assessment of permanency options

 Include in DCS case decision-making processes a thorough assessment of the pros and cons of each permanency option regarding stability and quality of relationship, supports available and child's future plans and goals

Information about permanency options

 Develop and distribute clear and comprehensive information about the different permanency options including adoption, guardianship, and independent living for potential adoptive parents and guardians, youth in foster care, DCS staff, judicial officers, attorneys, CASAs, providers and other stakeholders

Streamline process similar to adoption subsidy process

- Allow application for guardianship subsidy before guardianship is granted
- Automate or assist families with AHCCCS eligibility and enrollment

Additional Recommendations

 Allow conversion of guardianship subsidy to adoption subsidy if guardians adopt after guardianship was granted

 Allow for increase in permanent guardianship subsidy in AZ state budget appropriations

Explore option of Title IV-E Guardianship Assistance Program
 Federal dollars could be available for guardianship subsidy if Arizona opted in

Pass state legislation to extend financial supports to age 21 for adoption and guardianship in recognition of child development science and the challenges of successful transitions to adulthood SB 1166 – Permanent Guardianship Subsidy Introduced by Senator Kate Brophy-McGee

Allows guardians to apply for guardianship subsidy prior to guardianship being granted

Allows guardians to apply for adoption subsidy if child is adopted after guardianship is granted



Contact

Beth Rosenberg Director of Child Welfare & Juvenile Justice Children's Action Alliance 3030 N. 3rd St Suite 650/ Phoenix, AZ 85012 Office: 602.266.0707 x 206 / Cell: 602.616.4782 brosenberg@azchildren.org / www.azchildren.org



Guardianship Can Be a Positive Life Changer for Children

November 2017



Guardianship Can Be a Positive Life Changer for Children

While living in group homes, Andy experienced failing grades, poor school attendance and little to no community involvement. When placed in guardianship with his "aunt" at age 16, he began earning high school credits for the first time, attends school daily and is experiencing success in the home, school and community. His "aunt" remains committed to Andy and his brother maintaining contact with their birth family, while ensuring their safety and wellbeing. After nearly two decades of experience with permanent guardianship in Arizona, it is time to update laws and practices to safeguard children and improve their stability and security.

Abused and neglected children can connect to a permanent and loving family through "Permanent Guardianship." This is another option in addition to adoption or reunification that allows children to live with people they know and trust, avoid moving from one foster care placement to another, and maintain a safe connection with their birth family and culture.

Permanent guardianship is established when the court appoints an adult who is given legal responsibility and assumes the rights of care, custody, and supervision of a child under the age of 18 outside of the foster care system.

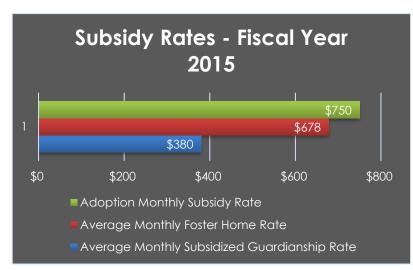
History of Permanent Guardianship in Arizona: In 1999, Arizona passed a law to allow for permanent guardianship (A.R.S. §8-871) under certain conditions for a child in foster care, It requires the juvenile court to order a report within one year to assess the safety and condition of the child and determine if there are any service needs. A permanent guardianship subsidy was also established in A.R.S. §8-814 that allows the Department of Child Safety (DCS) to

provide a subsidy to an applicant *after* the guardian applicant has applied for all other state and federal benefits.

Recent State Legislative Action in Permanent Guardianship: In 2017, the Arizona legislature passed SB 1360 to allow the juvenile court to establish a permanent guardianship for a child who is the subject of a **pending** dependency petition filed by DCS. Prior to this change in state law, family reunification and adoption had to be ruled out as permanency options in order for permanent guardianship to be considered a case plan option. Effective August 9, 2017, A.R.S. §8-871 allows the court to waive consideration of adoption before a guardianship can be considered.

The Supports for Permanent Guardianship Have Eroded: When the permanent guardianship law was passed in 1999, the monthly stipend amount for permanent guardianship was similar to the adoption subsidy maintenance payment. Today, children in a permanent guardianship have less access to benefits than when the program was established. This includes:

 Children in a permanent guardianship status are no longer eligible for the TANF child-only benefit if their guardian family does not qualify based on the total family income;
 For AHCCCS health coverage, guardians must apply themselves and are often not accurately informed about eligibility; and (3) Permanent guardianship subsidies are no longer similar, but are far lower, than the adoption subsidy maintenance payment.



Optional Financial Supports Available

In 2008, Congress passed the Fostering Connections Act (P.L. 110-351) that offers federal financial assistance to states that opt in to the Guardianship Assistance Program (GAP) of Title IV-E of the Social Security Act. Arizona has not opted in to this entitlement program.

<u>Practice Issues: Problems and Concerns:</u> Permanent guardianship can offer a positive alternative when family reunification is not in the best interests of the child. Today, there are a range of circumstances that are weakening the guardianship option and diminishing children's security.

- There is a substantial need for clearer policies, consistent practices and easier processes for permanent guardianship at all levels, including at DCS, DES, AHCCCS, and the juvenile courts.
- There are fiscal disincentives for a family to choose guardianship if they are a licensed foster home and doing so may impact the ability of the caregiver to adequately provide for the child.
- DCS does not provide specific staff support to assist in stabilizing placements by answering questions or addressing concerns that may arise after a permanent guardianship is in place as DCS does for those receiving adoption subsidy.
- There is no comprehensive and consistent information available on guardianship that clearly explains the role, responsibilities and resources available to permanent guardians.
- Some guardians are confused about AHCCCS health insurance eligibility; in part because DCS staff and Department of Economic Security (DES) staff who determine eligibility for AHCCCS have provided inconsistent and sometimes erroneous information to guardians.

 Currently, subsidized guardianship and adoption subsidy work very differently from one another. Guardians have to apply for their guardianship subsidy and for AHCCCS *after* the guardianship is already approved by the court; whereas for adoption subsidy, the adoptive parent applies for subsidy *prior* to the court approval of the adoption,



and DCS staff do the work to assure AHCCCS enrollment for the adopted child. This creates a gap in support for permanent guardianship families that can hurt the children in their care.

- State law restricts the ability of guardians to seek the lifetime commitment to a child through adoption and receive an adoption subsidy. Currently A.R.S. §8-143 limits eligibility for adoption subsidy to *"Foster parents who are interested in adopting a child in their home or any other persons interested in adopting a child under public or private agency care."* Children in a permanent guardianship are no longer in foster care or under public or private agency care.
- A thorough permanent guardianship assessment is not consistently completed for children in foster care to determine the bond between the child and the prospective guardian and the benefits and risks for each permanency path.
- Youth who move from foster care to permanent guardianship just before they turn 18 lose the ability to have AHCCCS (Medicaid) coverage until age 26 and lose eligibility for the financial supports of the state's Independent Living Subsidy Program up to age 21. These benefits are important to young adults without permanent family connections and should be weighed against the benefits of establishing a permanent guardianship – especially in cases when the youth is close to turning 18 and when the connection with the guardian is not strong and may not create a permanent family.

DCS Staff and DES Eligibility Staff Need to Be Better Informed of AHCCCS Eligibility for Children Under a Guardianship

No one was able to correctly guide Mrs. Rivera through AHCCCS eligibility for Antonia aged 15 and Daniel aged 17, who were denied AHCCCS health benefits twice. Mrs. Rivera shared that she recently applied for a loan in order to pay out of pocket for the children's medical and dental expenses.



 Guardians do not have access to DCS case management services on an as needed basis that could help to stabilize permanent guardianship placements and prevent possible disruptions.

RECOMMENDED NEXT STEPS

- Amend A.R.S. §8-814 to permit prospective guardians to apply to DCS and get approval or disapproval for a guardianship subsidy *before* the court decision to approve a permanent guardianship.
- Automate AHCCCS eligibility and enrollment for children moving to permanent guardianship as is currently in place for those children placed by DCS for adoption.
- Amend A.R.S. §8-143 to allow guardians to adopt children in their care and receive an adoption subsidy.
- Pass a state FY 2019 budget that increases the permanent guardianship subsidy to strengthen family stability.
- Explore through DCS and the Governor's Office the programmatic as well as financial benefits of accepting the Title IV-E Guardian Assistance Program (GAP) option.

ADDITIONAL ACTION STEPS

- Create or designate DCS staff positions to support permanent guardians when questions or concerns arise to help stabilize families.
- Pass state legislation to extend financial supports to age 21 for adoption and guardianship in recognition of child development science and the challenges of successful transitions to adulthood.
- Include in DCS case decision-making processes a thorough assessment of the pros and cons of each permanency option regarding stability and quality of relationship, the programmatic and financial supports available, and the child's future plans and goals.
- Develop and distribute clear and comprehensive information about the different permanency options including adoption and guardianship as well as independent living for potential adoptive parents and guardians, youth in foster care, DCS staff, judicial officers, attorneys, CASAs, providers, and other stakeholders.



3030 N. 3rd Street, Ste. 650 Phoenix, AZ 85012 602.266.0707



All Parties Need to Be Involved in Guardianship Decision-Making and Be Connected to the Available Resources

The Taylors signed guardianship documents for Jackie, their 13 year old niece, without the understanding of what guardianship was or how it worked; they did not understand that they could not be licensed as foster parents if they were guardians of the child. The DCS case manager stated to the family that she needed to get the family off of her caseload. The Taylors never applied and did not receive guardianship subsidy. They did not know they could apply for AHCCCS. They did not understand how to get any help for Jackie.



Young People Who Lived in Foster Care Need Support for Post-Secondary Education

HB 2482 - Tuition Waivers for Foster Youth

Help youth from foster care go to college by permanently establishing the Tuition Waiver Program at Arizona state universities and community colleges. Otherwise, the current five-year Pilot Program will expire on June 30, 2018.ⁱ

HB 2482 will continue the Tuition Waiver Program for Foster Youth at state universities and community colleges. Eligibility criteria continues to include that the student from foster care:

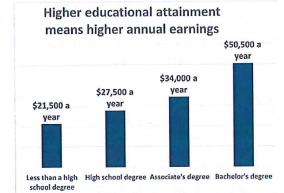
- Be a U.S. citizen or a noncitizen who is lawfully present;
- Have total personal assets, not including scholarships or grants that are worth less than \$10,000;
- Complete a Free Application for Federal Student Aid (FAFSA); and
- Remain in good standing with the policies established by the university or community college at which the person is enrolled.

HB 2482 provides the following improvements to support students from foster care:

- Increases the age of eligibility to 26 from 23 which recognizes that many young people from foster care need more time to complete their college degree program. Only 33% of Arizona's foster youth enrolled in grade 12 graduated from high school in 2012/13, compared to 78% for non-system involved youth.ⁱⁱ
- Decreases the age of eligibility from 16 to 13 for a youth who was in foster care or adopted from foster care which recognizes that the FAFSA application considers these young people independent and responsible for their own costs of education.
- Requires tuition costs and mandatory fees be applied at universities before other federal and public grants and scholarships which recognizes the additional costs of education (including housing, meals, transportation, books, and class fees) remain a significant barrier to college completion for young people from foster care.
- Removes the requirement that the student complete at least 30 hours of volunteer service each academic year as this is an administrative burden on the institutions and difficult to track.

What's important to know:

- From spring 2014 through fall 2017, \$810,028 in tuition costs and mandatory fees were waived at Arizona community colleges and universities making it possible for 199 students from foster care to go to college.ⁱⁱⁱ
- The Arizona Auditor General Performance Audit stated: "Waiver recipients reported that the waiver positively impacted their ability to attend college and succeed by easing financial constraints. Specifically, waiver recipients reported that pursuing a college education is a vital step in improving their life circumstances and that receiving a waiver helped them attend college when they otherwise might not have been able to afford it."^{iv}
- 2-9% of foster youth earn a college degree by age 26, compared to 46% of nonfoster youth.^v
- On virtually every measure of economic well-being and career attainment young college graduates are outperforming their peers with less education.^{vi} People with a bachelor's degree have 82% higher median earnings than those with just a high school diploma.
- Tuition waivers give young people from foster care a chance to pursue a career that will provide them with positive opportunities and higher earnings potential throughout their adult lives.



Source: U.S. Census Bureau. (2017). American Community Survey 2016

PLEASE VOTE YES ON HB 2482

ⁱ SB 1208, Laws of 2013, ARS §15-1809

^{II} Barrat, V. X., Berliner, B. and Felida, N. J., (2015). Arizona's Invisible Achievement Gap: Education Outcomes of Students in Foster Care in the State's Public Schools. San Francisco: WestEd.

Email from Foster Care to Success to Children's Action Alliance, November 29, 2017.

Performance Audit June 2017 Report 17-106 https://www.azauditor.gov/sites/default/files/17-106 Report.pdf

v Ibid.

vi http://www.pewsocialtrends.org/2014/02/11/the-rising-cost-of-not-going-to-college/



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SB 1166 – Permanent Guardianship; Subsidy

Abused and neglected children can be connected to lifelong families through an option known as "Permanent Guardianship" which allows children to leave foster care and live with people they already know. After nearly two decades of experience with Permanent Guardianship in Arizona and changes over the years in state practices, SB 1166 will update a couple of laws that will improve children's stability and security.

• State law currently restricts the ability of guardians to seek the life-time commitment to a child through adoption and receive an adoption subsidy. Currently A.R.S. §8-143 limits eligibility for adoption subsidy to *"Foster parents who are interested in adopting a child in their home or any other persons interested in adopting a child under public or private agency care."* Children in a permanent guardianship are no longer in foster care or under public or private agency care." The bill allows families to move from guardianship to adoption subsidy.

Some guardians receive a subsidy as do most families that adopt children from foster care. Guardianship is chosen as an option for children to leave foster care when the child cannot safely return home or be adopted. Often adoption is ruled out when a child is in foster care because there are not legal grounds for termination of parental rights. But for a few families, circumstances may change, and adoption becomes an option. Adoption is a permanent, lifelong, legal relationship, affords the highest level of security for children, establishes inheritance rights and children are automatically entitled to survivor's benefits. Once the adoption is final, the court is no longer involved. If the guardian is receiving a subsidy for the child, then the guardian should be permitted to secure their relationship with the child through adoption and be considered for an adoption subsidy.

 A.R.S. §8-143 requires a guardian to seek benefits from other state and federal programs before seeking a permanent guardianship subsidy. DCS has been determining eligibility for guardianship subsidy after the court decision. The bill allows DCS to consider other state and federal program benefits, and determine eligibility for permanent guardianship subsidy before the court decision as DCS does for adoption subsidy. This eases the transition from foster care to guardianship, allows families to know if they are eligible and what the guardianship subsidy will be, and there would be no delay in supporting the child and family.

These two steps make a start in updating and strengthening guardianship policies to make sure families have good options and that they connect with the supports they qualify for to provide stable and permanent homes for children.

Please vote YES on SB 1166.