**State of Indiana**

**RFS-20-047**

**CCDF Agreement Centers**

**Attachment F – Scope of Work – Addendum 3**

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# Introduction

The Indiana Family and Social Services Administration (FSSA), Office of Early Childhood and Out-of-School Learning (OECOSL), requests responses from potential Contractors experienced in providing developmentally appropriate early child care and education and related services and seeking to increase the quality of their services. Specifically, FSSA seeks child care providers with the experience and ability to act as Child Care and Development Fund (CCDF) Agreement Centers and provide the specific service(s) as defined in federal and State regulations for children enrolled in the CCDF voucher program. Through this RFS, OECOSL seeks to increase access to high quality child care and On My Way Pre-K providers in communities with limited existing options.

# Background

**2.1 CCDF Background**

The CCDF is a federal program that helps low-income families obtain child care so that they may work, attend training, or continue their education. The purpose of CCDF is to increase the availability, affordability and quality of child care. The CCDF program is administered through OECOSL within the State of Indiana. The CCDF State plan outlines State and local level parameters and includes program outcomes, systems development and eligibility requirements. To apply for the CCDF voucher program, families must contact their local CCDF Intake Agent. Families must then choose a child care provider who meets the CCDF Provider Eligibility Standards (PES). CCDF Agreement Centers must meet all current State credentialing and/or licensure requirements to become a CCDF eligible provider. For the purposes of this RFS, CCDF Agreement Centers shall be rated a PTQ Level 2, PTQ Level 3, or PTQ Level 4 upon contract award, and must be rated a PTQ Level 3 or PTQ Level 4 at the end of the contract term. Additionally, CCDF Agreement Centers are required to serve infant and/or toddler aged children. Respondents who are not currently serving infants and/or toddlers must have plans to do so before the contract start date of 10/1/2020. In 2019, there are 21 CCDF Agreement Centers serving 422 children throughout the State.

**2.2 Paths to QUALITY (PTQ) Background**

PTQ is a voluntary program open to all regulated early childhood programs. It is a four-level system where each level builds on the foundation of the previous one, resulting in significant quality improvements at each stage and resulting in national accreditation at the highest level, PTQ Level 4. The program’s goals are to assist parents in locating quality early childhood programs and to improve the overall level of early childhood care and education in the State. For more information on PTQ, visit http://www.in.gov/fssa/2554.htm. For the purpose of this RFS, all providers who receive an award for CCDF Agreement Centers are required to be rated at least a PTQ Level 2 at the time of award, and are required to increase their PTQ level to at least a PTQ Level 3 by the end of the contract term. Providers that are already a PTQ Level 3 or PTQ Level 4 at the time of award must maintain at least a PTQ Level 3 rating throughout the term of the contract. PTQ Level 3 providers are encouraged, but not required, to increase their PTQ rating to a Level 4 by the end of the contract term and PTQ Level 4 providers are encouraged, but not required, to maintain a PTQ Level 4 rating throughout the contract term.

**2.3 On My Way Pre-K Background**

On My Way Pre-K is a program administered through OECOSL that provides four-year-old children from low-income families access to high quality pre-K providers the year before they begin kindergarten. Child care providers that have achieved a PTQ Level 3 or 4 rating can become an On My Way Pre-K provider through completing an On My Way Pre-K provider application. Providers can find the application to become an On My Way Pre-K provider here: http://providers.brighterfuturesindiana.org/4application\_process.html.

Providers can learn more about the eligibility requirements for becoming a On My Way Pre-K provider here: http://providers.brighterfuturesindiana.org/3eligibility\_requirements.html.

Additional information on the On My Way Pre-K pilot program can be found at: https://www.in.gov/fssa/carefinder/4932.htm.

On My Way Pre-K providers share a commitment to their communities by helping to give families and children access to high quality pre-K providers. This commitment is shared by CCDF Agreement Centers that also work to provide high quality child care to families and children in their communities.

This RFS seeks to support providers in achieving On My Way Pre-K status if they have not obtained it already. All CCDF Agreement Centers that serve eligible four-year-old children are encouraged to have a plan to become an On My Way Pre-K provider if they are not one already and are encouraged to apply to become one by the end of the contract term if possible.

# RFS Objectives

**3.1 Increase Child Care Geographically Across the State**

Under this RFS, the State is looking to award grants to multiple child care providers to become CCDF Agreement Centers across the three (3) CCDF Policy Consultant regions to ensure geographic coverage, choice, and capacity across the State. A map of the three (3) defined regions can be found in Attachment I Bidders’ Library.

Respondents may propose ~~multiple~~ a maximum of five (5) CCDF Agreement Centers within the same proposal, both within the same CCDF Policy Consultant region and across separate regions. Please note that the State will evaluate each proposed CCDF Agreement Center separately. The State reserves the right to make multiple awards for each CCDF Policy Consultant region.

**3.2 Increase High Quality Child Care Access** **to Communities with Limited High Quality Child Care Options**

Through this RFS, OECOSL seeks to increase access for children to high quality child care throughout Indiana. Specifically, this RFS seeks to increase access in communities where there are limited options for high quality child care. Respondents must demonstrate their support of these access goals in their Technical Proposal response.

**3.3 Increase Child Care Quality** **via the PTQ Program**

Another goal of this RFS is to increase the quality of child care provided throughout Indiana. CCDF Agreement Centers should be at least a PTQ Level 2 and committed to growing their program, correcting their program weaknesses, increasing their PTQ levels, and working to ultimately achieve PTQ Level 3 or Level 4. Please see Section 2.2 for more information on the PTQ level requirements of this RFS. Respondents must demonstrate their support of these quality goals in their Technical Proposal response.

**3.4 Increase Infant and Toddler Services**

Through this RFS, OECOSL aims to support its capacity building goal to increase child care opportunities in the underrepresented ages of infants and toddlers. Infants at licensed child care centers are defined as a child who is at least six weeks of age until the child is able to walk consistently unassisted and toddlers at licensed child care centers are defined as a child who is less than thirty months of age and is able to walk consistently unassisted. Infants at licensed child care homes are defined as a child from birth to twelve months of age and toddlers at licensed child care homes are defined as a child from 12 months of age through 24 months of age. All CCDF Agreement Centers must currently serve or expand through this contract to serve infants and/or toddlers to be eligible.

**3.5 Increase On My Way Pre-K Services**

OECOSL also seeks to support its capacity building goal to increase child care opportunities for four-year-old children by increasing the number of On My Way Pre-K providers, especially in counties newly eligible to participate in On My Way Pre-K following the 2019 expansion. CCDF Agreement Centers are encouraged to have a plan to obtain On My Way Pre-K provider status if they serve eligible four-year-old children, ideally by the end of the contract term.

# Provider Eligibility Requirements

**4.1 Mandatory Provider Eligibility Qualifications**

All Respondents and their proposed CCDF Agreement Centers must meet the following minimum qualifications to be eligible to serve as a CCDF Agreement Center:

1. Provider must be a licensed child care center, licensed child care home, or an unlicensed registered child care ministry that meets the Voluntary Certification Program (VCP) Standards for Unlicensed Registered Child Care Ministry (VCP Standards are included in Attachment I Bidders’ Library). All providers must meet the CCDF Provider Eligibility Standards (PES) (PES are included in Attachment I Bidders’ Library).
2. Provider must be rated at least a PTQ Level 2 at the time of award, and must be rated at least a PTQ Level 3 by the end of the contract term. CCDF Agreement Centers that exceed these minimum requirements are encouraged to maintain and/or increase their higher PTQ level. More information on the PTQ level requirements of CCDF Agreement Centers can be found in Section 2.2.
3. Provider must serve infants and/or toddlers. Providers may either be currently serving or expanding the ages served through this contract to serve infants and/or toddlers.
4. Provider must not be on probationary license, on a certificate of non-compliance, or under a critical violation at the time of proposal submission.

**4.2 Eligible CCDF Slot Requirements**

Please note that an “Awarded CCDF Slot” discussed in this section refers to a seat awarded by the State under this contract for the attendance of a CCDF-eligible child at the Contractor’s program to be paid through the Agreement Center CCDF reimbursement. Providers currently serving as CCDF Agreement Centers should include all CCDF Slots they were previously awarded and would like to continue to utilize with their proposed CCDF Slots in this contract. The term “Available CCDF Seats” refers to the number of unfilled seats for CCDF-eligible children, including existing seats that are unfilled due to lack of CCDF voucher funding and/or new seats made available for CCDF-eligible infants or toddlers from capacity expansion, at the Contractor’s program that it believes are available to be funded through Awarded CCDF Slots during the two-year grant period. Available CCDF Seats also refers to seats at the Contractor’s program that are currently filled by private pay families that are eligible to be served through an Awarded CCDF Slot. If a private pay family is eligible for CCDF but is not receiving a CCDF voucher, the Contractor may transfer this family into an Awarded CCDF Slot to be reimbursed through this contract.

To ensure that funding allocated towards Awarded CCDF Slots through this contract are not unused in periods of lower enrollment, the Respondents’ proposed CCDF Slots may not exceed a maximum of 90% of their Available CCDF Seats. An example of the CCDF Slots that can be proposed by a Respondent to be awarded through this contract are listed below.

|  |
| --- |
| **Example:** I have capacity to serve up to 30 CCDF-eligible children of varying ages, but I am only currently serving 20 children. I have 10 open vacancies in my CCDF seats due to a lack of CCDF voucher funding. Because I have 10 Available CCDF Seats, I can apply to receive funding as a CCDF Agreement Center for 90% of those Available CCDF Seats, or for 9 CCDF Slots to be awarded through this contract. |

Respondents must explain the number of Available CCDF Seats they have proposed to receive as Awarded CCDF Slots in their Technical Proposal response. However, the final number of Awarded CCDF Slots will be the State’s decision, as the State reserves the right to limit the number of CCDF Slots awarded to each CCDF Agreement Center from the proposed number for any additional reason.

Please note that Awarded CCDF Slots must be reserved by the provider to be filled by CCDF-eligible children funded through this contract only. These seats cannot be filled by CCDF-eligible children from your county’s waiting list or non-CCDF-eligible children. Available CCDF Seats awarded through this contract as CCDF Slots must remain unfilled until they can be filled by a CCDF-eligible child funded through this contract. CCDF Agreement Centers Contractors are also expected to maintain enrollment of their Awarded CCDF Slots with CCDF-eligible children at all times. Specifically, if any Awarded CCDF Slot is unfilled for a period of more than three (3) consecutive months for reasons not approved by the State during the contract period, the Contractor may be placed on a Corrective Action Plan (CAP). Respondents will work will their CCDF Policy Consultant over the three (3) month period to fill the unfilled CCDF Slot. Respondents are encouraged to keep this performance requirement in mind when proposing CCDF Slots. More information on this requirement can be found in the performance measure in Section 9 and the corrective actions described in Section 10.

**4.3 Serving Infants and/or Toddlers Requirements**

As noted in Section 4.1, all CCDF Agreement Centers are required to serve infants and/or toddlers. To support this priority of OECOSL, Contractors will be required to fill a minimum of 10% (rounded up) of their Awarded CCDF Slots with CCDF-eligible children who are infant and/or toddler age, if available, unless otherwise approved by the State, as described in the performance measure in Section 9. These CCDF Slots for infants and/or toddlers may be filled from existing unfilled seats or new seats made available for infants or toddlers at the program. CCDF Agreement Centers that are adding new or additional infant/toddler capacity must obtain the necessary licensing requirements to serve these new children by the contract start date of 10/1/2020.

# Provider Quality Improvement Goal

To meet the RFS’ goal of increasing child care quality, all providers who receive an award for CCDF Agreement Centers under this RFS are required to be rated at least a PTQ Level 2 at the time of award, and are required to be rated at least a PTQ Level 3 by the end of the contract term. CCDF Agreement Centers that exceed these minimum requirements are encouraged to maintain and/or increase their higher PTQ level.

Based on the provider’s current quality level and personal quality improvement desires, Respondents are required to propose a quality improvement goal by stating which PTQ level they currently are and which PTQ level they will achieve by the end of the contract term, and how they will improve their program quality during the contract term. In their Technical Proposal response, Respondents will be asked to provide a detailed plan and timeline for how they will meet their quality improvement goal. This detailed description should address how the requirements of the PTQ level and other quality improvement desires will be met including, for example, implementing a planned curriculum, incorporating program evaluation, investing in professional development of staff, or achieving national accreditation.

PTQ Level 3 providers are encouraged, but not required, to increase their PTQ rating to a Level 4 by the end of the contract term and PTQ Level 4 providers are encouraged, but not required, to maintain a PTQ Level 4 rating throughout the contract term. Respondents that have already achieved a PTQ Level 3 or PTQ Level 4 should also incorporate other quality improvement opportunities into their detailed plan and timeline if they are not proposing to increase their PTQ level. In addition to the examples provided above, other examples of quality improvement desires include, for example, becoming an On My Way Pre-K provider or obtaining support from the TA vendor. Additionally, all Respondents will be asked to describe in their quality improvement plan if they have a plan to become an On My Way Pre-K provider if they are not one already and they serve eligible four-year-old children.

# Provider Responsibilities

The Contractor shall fulfill the following responsibilities as a CCDF Agreement Center. Failure to fulfill the below responsibilities throughout the course of the contract may result in the Contractor being excluded from future funding opportunities with the State and/or contract termination.

* 1. **Core Child Care Responsibilities**

The Contractor shall provide the following core child care responsibilities as a CCDF Agreement Center.

1. Provide care for the entire contract period for approved program participants enrolled for child care with the Contractor unless the program participant should become ineligible during the contract period.
2. Provide services that promote the nutrition and health of children and protect children and staff from illness and injury.
3. Employ and support a teaching staff with the educational qualifications, knowledge, and professional commitment necessary to promote children’s learning and development.
4. Be informed by ongoing systematic, formal, and informal assessments that provide insight on children’s learning and development.
5. Use developmentally, culturally, and linguistically appropriate teaching approaches that enhance each child’s learning and development in the context of the curriculum goals.
6. Implement a developmentally appropriate curriculum that is consistent with its goals for children and promotes learning and development.
7. Promote positive relationships among all children and adults.
8. Establish and maintain collaborative relationships with each child’s family to foster children’s development in all settings.
9. Have policies and procedures in place for active family engagement.
10. Receive parental inquiries and maintain control of their waiting list for child care services.
11. Notify a family when space is available and assist the family in putting together their intake packet.
12. Be responsible for the monitoring and utilization of their Awarded CCDF Slots.
	1. **Administrative Provider Responsibilities**

The Contractor shall provide the following administrative responsibilities as a CCDF Agreement Center.

1. Adhere to any new automated or manual reporting requests.
2. Attend all State mandated trainings unless specifically excused by the State.
3. Immediately notify State of any personnel changes, a change of address, email address, or a change in the status of ownership of the undersigned entity.
4. State in any publicity release or other public reference, including media releases, informational pamphlets, etc., relative to the services provided under this contract, that all services are provided without regard to race, age, color, religion, sex, disability, national origin, ancestry or status as a veteran.
	1. **Requirements for Coordination with the CCDF Intake Agent**

The Contractor shall work closely with CCDF Intake Agents and adhere to the following requirements.

1. Sign a Memorandum of Understanding (MOU) with the CCDF Intake Agent. A sample MOU with the Intake Agent is included in Attachment G.
2. Send the family to the CCDF Intake Agent for authorization/reauthorization.
3. Create a communication system with the CCDF Intake Agent to ensure that families are served in a timely and family friendly manner and that concerns and problems are appropriately addressed. This system shall include a named point of contact for both parties.
4. Refer potential program participants to the State’s CCDF Intake Agent to determine program eligibility. Eligible program participants will receive vouchers issued through the CCDF Intake Agent for use in the Contractor’s CCDF Agreement Center child care center.
5. Issue a referral to the CCDF Intake Agent during the reauthorization process. The Contractor may assist the family in this notification and reauthorization process.
6. Have Internet capability for the transfer of CCDF referrals and reporting data to State.
7. Email or fax all parental changes to the CCDF Intake Agent (Parent no longer in the program, address change, etc.).
8. Ensure all material relating to the electronic Automated Intake System (AIS) remains the property of the State. The Contractor may not copy or reproduce the Automated Intake System (AIS) or use it for any other purpose except those expressed in this contract.
9. Contact the Contractor’s CCDF Policy Consultant to help mediate any issues that cannot be resolved between the Contractor and CCDF Intake Agent.
	1. **Requirements for Coordination with OECOSL TA Vendor**

The Contractor shall work closely with the OECOSL Technical Assistance (TA) vendor to meet any quality improvement or mentorship responsibilities set by OECOSL during the contract term.

# Provider Compliance Requirements

The Contractor shall meet and maintain the following compliance requirements as a CCDF Agreement Center. Failure to meet and maintain the below requirements throughout the course of the contract may result in the Contractor being excluded from future funding opportunities with the State and/or contract termination.

1. The Contractor is subject to all applicable federal, state and local statutes, ordinances, rules, regulations, administrative procedures, guides, manuals, program rules and definitions including, but not limited to, 42 U.S.C. § 1397 et seq.; 45 C.F.R. Part 96; 42 U.S.C. § 9858 et seq.; 45 C.F.R. Parts 98 and 99; Indiana Code § 12-13-10-1 et seq; 470 IAC 13-1-1 et seq.
2. The Contractor shall maintain child care license status during the term of this contract. Child care provided pursuant to this contract shall only be provided at a facility with a child care license obtained through the State. A license revocation action against the Contractor during the term of this contract may result in termination of this contract. A second license suspension or a secondary probationary license received by the Contractor during the term of this contract may result in termination of this contract. Note that registered ministries are exempt from this child care licensure requirement, but are required to maintain their registration and compliance with the Voluntary Certification Program (VCP) Standards for Unlicensed Registered Child Care Ministry (VCP Standards are included in Attachment I Bidders’ Library) during the term of this contract. A registration revocation action against the Contractor during the term of this contract may result in termination of this contract.
3. The Contractor shall maintain compliance with the CCDF Provider Eligibility Standards (PES) for eligibility to receive CCDF reimbursement during the term of this contract. Failure to maintain compliance with the CCDF PES may result in decertification through a Notice of Order and/or termination of this contract. The Contractor shall have 18 days to correct a compliance issue(s) after a Notice of Order has been received. If the compliance issue(s) is not resolved by the effective date on the Notice of Order, the Contractor shall not be reimbursed for any child care services provided to CCDF children after this date and CCDF families will be notified of the Contractor’s ineligibility and the need to select a new eligible provider. More information on the Notice of Order process can be found in the CCDF PES included in Attachment I Bidders’ Library.
4. The Contractor shall be enrolled in Indiana’s Child Care Quality Rating and Improvement System, Paths to Quality (PTQ), and be rated at least a PTQ Level 2. If the Contractor loses its PTQ rating level but maintains enrollment in PTQ the State may allow a grace period to obtain the necessary rating level. The Contractor shall achieve at least a PTQ Level 3 rating by the end of the contract term. Failure to maintain enrollment in PTQ may result in termination of the contract. Information on PTQ can be found at http://www.in.gov/fssa/2554.htm.
5. The Contractor shall comply with any monitoring visits by the State to ensure the requirements set forth in the contract are being met. Following any State monitoring visit, the State may provide a written report to the Contractor if corrective action is needed. The State’s report may contain observations, evaluations, suggestions and/or specific directions for corrective action by the Contractor.
6. The Contractor shall abide by all ethical requirements that apply to persons who have business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission website at http://www.in.gov/ig/. If the Contractor violates any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.
7. The Contractor shall be in compliance with the Drug-Free Workplace Act of 1988 (34 C.F.R. Part 85, Subpart F) and Debarment and Suspension (34 C.F.R. Part 85).
8. The Contractor shall comply with applicable provisions of the Pro-Children Act of 1994 (20 U.S.C. § 6081 et. Saq.), require that smoking may not be permitted in any portion of any indoor facility owned, leased, or contracted for by the Contractor and which is used routinely or regularly for the provision of health, day care, education, or library services to children under the age of eighteen (18) years if the services are funded by federal programs either directly through states or local governments by federal grant, Agreement, loan, or loan guarantee.
9. The Contractor shall ensure that information, including but not limited to family information, received by the Contractor in administering the services of this contract shall be received and maintained in a confidential manner commensurate with the conditions set forth in the contract and the requirements of all applicable state or federal laws and regulations.
10. The Contractor shall allow the State the right to enter the premises of the CCDF Agreement Center or any subcontractor and inspect or audit any records and property maintained by the CCDF Agreement Center or its subcontractor in connection with this contract. The Contractor and any subcontractor shall make all books, records, and documents that relate to their activities under this agreement available for inspection, review, and audit when requested by authorized representatives of the State. The Contractor shall ensure the cooperation of its employees, officers, board members, and any subcontractor in any review, audit, or inspection conducted by authorized representatives of the State. The State may make recommendations and findings in connection with any program or fiscal audit of the Contractor’s operations related to this contract, and the Contractor shall to comply with any corrective actions specified by State.
11. The Contractor is encouraged to participate in the federal Early Head Start-Child Care Partnership (EHS-CC) grant and meet all requirements of the grant. Children served by the funding awarded also are recipients of the Early Head Start services included in the EHS-CC partnerships.
12. The Contractor shall achieve and maintain good standing with the Secretary of the State, the Indiana Department of Revenue, and Indiana Department of Workforce Development.
13. The Contractor shall be registered with Indiana Department of Administration for a BidderID, have completed the payment forms with the Auditor of State for a PeoplesoftID, and be registered with the Indiana Secretary of State as applicable (religious organizations are exempt). Required documentation for these items can be accessed at this link https://www.in.gov/idoa/2463.htm.

# Payments

Payments through this contract will be made to the Contractor based on actual time and attendance of the child in each Awarded CCDF Slot and the established county CCDF child care reimbursement rates. Payments for the child care provided by the Contractor to approved program participants shall be made to the Contractor through the relevant time and attendance system used by OECOSL. Payments to the Contractor shall be limited to the amounts established by the county CCDF child care reimbursement rates. To receive reimbursements starting 10/1/2020 when the contract is effective, the Contractor must fill its Awarded CCDF Slots by this date. The referral process may begin in September, but CCDF Slots will not be reimbursed for the time and attendance of the child until 10/1/2020. Awarded CCDF Slots will not be reimbursed until filled by an eligible child.

The Contractor shall comply with all statements, assurances and provisions set forth in any proposal, program narrative, plan, budget, or other document submitted by the Contractor and approved by the State for the purpose of obtaining funding through this contract. The State may use a repayment process for any services not performed but paid for. The State may conduct periodic reviews of the utilization of funds provided by the State pursuant to this contract. After such a review, the State may decide to reduce or redistribute the funding available to the Contractor. The State shall give ten (10) business days notice of its decision to reduce or redistribute the funding.

Due to the uncertain availability of the federally allocated funds specified, payment may be unilaterally decreased by the State immediately upon the Contractor’s receipt of written notice.

# Performance Measures

The Contractor shall be responsible for meeting and maintaining the following performance measures associated with the contract:

1. The Contractor shall not have any Awarded CCDF Slot be unfilled for a period of more than three (3) consecutive months during the contract period unless otherwise approved by the State.
2. The Contractor shall fill a minimum of 10% (rounded up) of its Awarded CCDF Slots with children who are infant and/or toddler age, unless otherwise approved by the State.
3. The Contractor shall achieve its quality improvement goal (described in Section 5) and achieve at least a PTQ Level 3 rating by the end of the base two-year contract term.

If the State determines that the Contractor is not meeting one or multiple of the performance measures, the Contractor shall submit, within ten (10) business days of the occurrence or State request, a Corrective Action Plan (CAP). If a Contractor is placed on a CAP due to issues meeting the performance measures, the corrective action process outlined in Section 10.1 will be followed.

#  Corrective Actions

It is the State’s primary goal to ensure that the Contractor is accountable for delivering services as defined and agreed to in the contract. This includes, but is not limited to, performing all items described in the Scope of Work and generally performing to the satisfaction of the State. Failure to perform in a satisfactory manner may result in corrective actions described below.

It is the intent of FSSA to remedy any non-performance through specific courses of action. FSSA may apply performance remedies, as described below. In the event that the Contractor fails to meet requirements set forth in the contract or is not meeting one or multiple performance measures, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below. The State will provide written notice of non-compliance to the Contractor within thirty (30) calendar days of the State’s discovery of such non-compliance.

* 1. **Corrective Actions:** If the State determines that the Contractor is not performing to the satisfaction of the State, is not compliant with any of the requirements listed in this Scope of Work, is not meeting one or multiple performance measures, or upon written request by the State for any reason, the Contractor shall submit, within ten (10) business days of the occurrence or State request, a CAP. The Contractor shall have forty-five (45) days from being placed on a CAP to comply, unless a different time period for correction is specified by State. The nature of the corrective action(s) will depend upon the nature, severity and duration of the deficiency, and repeated nature of the non-compliance. Note: Severity shall be determined by the State, in its sole discretion.

At a minimum, the CAP shall address the causes of the deficiency, the impacts, and the measures being taken and/or recommended to remedy the deficiency, and indicate whether the solution is permanent or temporary. It must also include a schedule showing when the deficiency will be remedied, and for when the permanent solution will be implemented, if appropriate.

The Contractor and the State shall schedule regular meetings to discuss Contractor’s performance. The Contractor is required to show satisfactory progress towards milestones and otherwise provide information that can be used to show that performance is satisfactory. Scheduling of review meetings shall be agreed upon mutually between Contractor and the State.

Should the CAP not be submitted as required, or should the remedy not be implemented within the timeframe specified by the CAP, the State reserves the right to remove the Contractor from eligibility for this program or terminate the contract.