**RF\P 23-XXXX**

**ATTACHMENT K**

**DETAILED SCOPE OF WORK**

**RFP Attachment K: Detailed Scope of Work is organized in three parts: Background and Overview, Overview of Requirements, and a Service Level Requirements Table.**

Background and Overview

The purpose of the Background and Overview section is to give Respondents background information and a general understanding of Indiana’s current state regarding providing genetic testing services in IV-D cases and child welfare cases where genetic testing is appropriate.

Overview of Requirements

The purpose of the Overview of Requirements section is to give Respondents a general understanding of the State’s expectations and an introduction to the Service Level Requirements Table.

Service Level Requirements Table

The Service Level Requirements Table section, structured in a table format, communicates the specific requirements that Respondents must address, and the proposal instructions. Note that some requirements only require the Respondent to state an affirmation, but generally Respondents are given an opportunity to provide additional information that may distinguish the quality of their proposal. Respondents are not expected to address the Background and Overview sections in their responses. However, responses to the Service Level Requirements Table are expected to communicate an understanding of Indiana’s situation as well as how the Respondents propose to meet the requirements. The section concludes with the Liquidated Damages Table, which has a corresponding tie to the Service Level Requirement Table.

1. BACKGROUND AND OVERVIEW

General Background about Indiana and Title IV-D

In January 1975, Congress enacted the Social Services Amendments of 1974 (Public Law 93-647) which created Title IV-D of the Social Security Act. This legislation centralized in a single state agency the responsibility for establishing paternity and establishing and enforcing child support obligations in each state. Indiana responded with Indiana Public Law 47, Acts of 1976, which established within the Indiana Department of Public Welfare (DPW), the new Child Support Bureau (CSB) and a State-administered, county-enforced IV-D system. Collections of support payments under Indiana's IV-D Program began in October 1976. DPW was also historically responsible for programs such as Aid to Families with Dependent Children (now Temporary Assistance to Needy Families [TANF]), Food Stamps, Medicaid, Child Welfare, Foster Care, and Adoption Assistance.

In 1991, Indiana Public Law 9-1991 provided for an extensive State-level health and human services reorganization by consolidating DPW, the Department of Human Services (DHS), and the Department of Mental Health (DMH) into the Indiana Family and Social Services Administration (FSSA) headed by a Secretary. DPW became the Division of Family and Children, including CSB as the agency responsible for the administration of child support enforcement.

In January 2005, the Indiana Department of Child Services (DCS) was established by an executive order of the Governor as a new agency. DCS’s charge is to provide more direct attention and oversight in two critical areas: protection of children and child support enforcement. DCS administers child support, child protection, adoption, and foster care throughout the State of Indiana. The Deputy Director of CSB (Indiana’s IV-D Director) reports directly to the Director of DCS.

The following is the high-level organizational structure of the Child Support Bureau, identifying the key persons for this procurement and contract.

Governor

Eric Holcomb

DCS Director

Terry Stigdon

DCS Chief of Staff

Eric Miller

CSB Deputy Director (IV-D Director)

Adam Norman

Business Initiatives Assistant Deputy Director

Jennifer Armstrong

Throughout the changes at the State agency level, the child support program in Indiana continues to be State administered and county enforced. CSB maintains cooperative agreements with 91 county Prosecutors’ Offices in the Judicial Circuits, to provide child support enforcement services in all 92 counties. (There is one Prosecutor’s Office that serves two counties.) CSB also has cooperative agreements with the county Clerk of Circuit Court in each county for collecting cash child support payments and entering court orders. Additionally, Courts in several counties have established magistrates, or special hearing officers, specifically to adjudicate Title IV-D child support cases.

Services of the Child Support Enforcement Program (Title IV-D) include:

* Paternity establishment
* Location of non-custodial parents (NCPs)
* Establishment and enforcement of child and medical support obligations
* Collection, distribution, and disbursement of support payments
* Review and modification of support orders

Participants in the TANF program are required to pursue Title IV-D child support services through the county Prosecutor’s Offices. Other parents in need of child support services may apply for those services and receive child support services through the Prosecutor’s Offices. There is no application fee to apply for this service. The county programs evaluate the needs of each applicant and provide appropriate services consistent with State and federal laws and regulations.

Indiana’s statewide automated child support enforcement system is known as the Indiana Support Enforcement Tracking System (ISETS), and is used by CSB, county Prosecutor’s Offices, and county Clerks of Circuit Court. ISETS contains both the IV-D and the non IV-D child support caseload for the State of Indiana. Statewide implementation of the system was accomplished in late 1999. OCSE officially granted full certification to ISETS in 2002. Currently, CSB is moving forward with a replacement to ISETS to a newer, more robust and technologically modern system known as INvest (INdiana Verification and Enforcement of SupporT).

General Background about DCS Child Welfare

The Indiana Department of Child Services (DCS) protects children from abuse and neglect, and works to ensure their financial support. The DCS Child Welfare Central Office and the Hotline are located in Indianapolis. DCS Child Welfare county offices are located in all 92 counties in Indiana. The county offices are divided into 18 regions. DCS is dedicated to the concept that parents should contribute to a safe, healthy, and supportive environment for their children. In pursuit of this goal, effective April 1, 2012, DCS started facilitating genetic testing to establish paternity in cases where there is an alleged father and the child is being adjudicated as a Child In Need of Services (CHINS), but paternity has yet to be established. DCS currently utilizes a vendor-provided web-based training to train DCS Child Welfare staff and a contracted vendor for processing the genetic tests. DCS requests the mother and each alleged father to voluntarily submit to genetic testing. For those who refuse, DCS may obtain a court order stating that the mother, alleged father(s), and the child are required to submit to genetic testing. DCS staff responsible for collecting the genetic test samples and submitting the genetic testing kit to the contracted vendor. Once results are received, a copy is filed with the court, submitted to the DCS Local Office Attorney, and the IV-D Prosecutor if it is a IV-D case.

Roles and Responsibilities

*Child Support Bureau (CSB)*

CSB is located in Indianapolis and is staffed by approximately 120 full-time employees. As stated above, the Child Support Bureau’s Deputy Director serves as the IV-D Program Director for the State and reports to the Department of Child Services’ Chief of Staff. CSB is responsible for:

1. Statewide uniform administration and operation of the IV-D Program and coordination of all activities
2. Development and implementation of all policies, procedures, and forms for use in the child support program
3. Provision of federally-mandated State-level IV-D functions
4. Statewide compliance with federal and state IV-D statutes and regulations
5. Operation of a State Parent Locator Service (SPLS)
6. Operation of a Central Registry to receive, process, and provide IV-D services to interstate child support cases referred from other states
7. Financial reconciliation activities such as ISETS/INvest adjustments and bank account reconciliation
8. Operation of the state disbursement unit, the Indiana State Central Collection Unit (INSCCU)
9. Program and policy guidance, requirements and design review, and training for ISETS/INvest.
10. Communication and liaison work with the county Prosecuting Attorneys and county Clerks of Circuit Court, as well as with other county stakeholders and State agencies
11. Audit support to State and federal auditors such as the Indiana State Board of Accounts and the federal HHS Office of Inspector General

*DCS Child Welfare*

DCS Child Welfare county offices are located in all 92 counties in Indiana. The county offices are divided into 18 regions. The DCS Child Welfare Central Office and the Hotline are located in Indianapolis. DCS Child Welfare is responsible for:

1. Receiving reports of Child Abuse and/or Neglect (CA/N) 24 hours per day, seven (7) days per week, through the toll-free Hotline telephone number (800-800-5556)
2. Assessing allegations of CA/N
3. Placement, care, and supervision of children adjudicated as Children In Need of Services (CHINS)
4. Ensuring that paternity is established for children adjudicated as CHINS
5. Locating absent parents
6. Requesting that the court establish child support orders and/or redirect existing child support orders as appropriate
7. Overseeing the licensing services for resource families and child caring institutions
8. Providing services to children and families to address issues that lead to CA/N
9. Ensuring the safety, permanency, and well-being of children

*County Prosecutor’s Offices*

Under their cooperative agreements with CSB, the county Prosecutor’s Offices are responsible for establishing paternity, establishing child support and medical support orders, and enforcing these support obligations. These offices also accept and process new enrollments for IV-D services. The county Prosecutor’s Offices report all case actions taken and all court orders secured using ISETS/INvest. They are an integral part of the success of Indiana’s child support enforcement program. County Prosecutors are elected officials. In Federal Fiscal Year (FFY) 2021 the county Prosecutor’s Offices had approximately 600 full-time IV-D employees and 50 part-time IV-D employees.

*County Clerks of Circuit Court*

The State also maintains cooperative agreements with the county Clerk of Circuit Court in each county for the purpose of entering court orders to ISETS/INvest and taking cash payments. The Clerks post these payments into ISETS/INvest, and appropriate disbursement records are created. Like the county Prosecutors, the county Clerks of the Circuit Court are elected officials.

Indiana Caseload Information

|  |  |  |  |
| --- | --- | --- | --- |
| **IV-D Case Data** | **FFY 2021** | **IV-D Case Data** | **FFY 2021** |
| Total IV-D caseload | 229,662 | IV-D Caseload Children with Paternity Established | 177,695 |
| IV-D Caseload Number of Children | 217,069 | Paternities and Acknowledgments | 2,895 |
| IV-D Caseload Number of Children Born Out-of-Wedlock | 162,576 | Statewide IV-D Caseload Paternity Establishment Percentage | 105.82%\* |

*Source: OCSE-157 data – 2021 Results*

*\*Note: The Paternity Establishment Percentage formula is set by OCSE and allows for a performance ranking above 100%.*

Statutory and Regulatory Citations

*Federal Statutes:*

42 USC §654

42 USC §666

*Federal Regulations*:

45 CFR §302.70(a)

45 CFR §303.5(c)

*Indiana Statutes:*

IC §31-14-6 (Blood Testing in Paternity Actions)

IC §31-14-7-1 (Presumptions; child’s biological father)

IC §31-25-4-18 (Order for genetic testing to establish paternity; income withholding)

*Description of Current Genetic Testing Procurement and Operation*

Federal regulations, 45 CFR §303.5 ( c ), state: “The IV-D agency must identify and use through competitive procurement laboratories which perform, at reasonable cost, legally and medically acceptable genetic tests which tend to identify the father or exclude the alleged father. The IV-D agency must make available a list of such laboratories to appropriate courts and law enforcement officials, and to the public upon request.”

Genetic testing is one of the means of establishing paternity. IC §31-14-7-1(3) states that: “A man is presumed to be a child's biological father if: the man undergoes a genetic test that indicates with at least a ninety-nine percent (99%) probability that the man is the child's biological father.”

In some counties, the draws are conducted by the vendor, while in other counties by the Prosecutor’s Office or DCS.

The goal of this RFS is to provide high-quality, responsive genetic testing services at a competitive statewide price for use by all the Prosecutor’s Offices.

1. OVERVIEW OF REQUIREMENTS

The Vendor(s) will provide all the requisite services listed below, and make reasonable efforts to accommodate rare or exceptional requests as they may occasionally arise, provided that they are within scope of the procurement and the costs to the Vendor(s) are not substantial. An example of these reasonable accommodations is using an alternative site to collect samples if the usual site is closed due to a building malfunction or a national public safety event such as a pandemic.

Additionally, if legislation is passed at any point during this contract period, requiring or allowing for a paternity determination of an unborn child, it is anticipated that in some cases the state may be required to utilize Non-Invasive Prenatal Paternity testing (NIPP or other method) to determine paternity for an unborn child. At the point this type of legislation is enacted, the Vendor agrees to work with DCS and make reasonable efforts to provide Non-Invasive Prenatal Paternity tests as they may occasionally arise.

The Liquidated Damages Table provides the contractual and monetary consequences of noncompliance by the Vendor. Some assessments occur per event, and some are based on a series of activities or omissions. The damages could be assessed at the time the invoice is processed by CSB or before any subsequent invoice is paid, or after a pattern of violations is discovered, depending on the circumstances. In certain situations, the Vendor would have a corrective action period to remedy a deficiency before the liquidated damages would be enforced as a deduction from the amount owing to the Vendor. In any event, the decision whether to impose liquidated damages rests in the sole discretion of CSB. **By submitting a proposal, the Respondent acknowledges that it will be subject to the liquidated damages table as the appropriate method to assess damages for noncompliance.**

In the proposal, the Respondent will address each topic in the Service Level Requirements Table and describe its approach to fulfilling those requirements. The Respondent will affirm its agreement to fulfill the requirement and to accept the listed liquidated damages if not in compliance with the requirement.

The proposal response to these requirements **shall not exceed 35 pages**, excluding the following proposal attachments:

1. list of proposed county collection sites (not mandatory to provide list at time of proposal submission);
2. sample training manuals for sample collection or description of training methodology and topics;
3. description (graphically or in text) of the genetic testing protocols used by the Respondent’s lab;
4. sample Respondent’s genetic test results report;
5. sample Respondent’s invoice;
6. sample disaster recovery plan manual or description in lieu of manual;
7. a proposed customer service plan; and,
8. Forms
9. SERVICE LEVEL REQUIREMENTS TABLE

The “Related Liquidated Damages” column refers to the Liquidated Damages Table at the end of this section.

| **Number** | **Topic** | **Service Level Requirement** | **Instructions on Addressing in Proposal** | **Related Liquidated Damages** |
| --- | --- | --- | --- | --- |
| 1 | Accreditation | Vendor must be and remain accredited by the American Association of Blood Banks (AABB). | Attach AABB accreditation for past two years. | A - Mandatory, contract termination and reduction of final invoice |
| 2 | Statewide Coverage | Vendor must provide appropriate genetic testing services to all Indiana counties, regardless of size or location, upon county request. Vendor will timely provide service-provision information about the Vendor to any county upon request, and enter into a standard County-Vendor agreement if the County chooses the Vendor. | Affirm Respondent’s agreement to offer equal level of services in every county and briefly describe how large, medium, and small counties’ sample collection needs will be met. | A - Mandatory, contract termination and reduction of final invoice |
| 3 | Dedicated Testing Times for Large Counties | Counties that average over two “trio” or six individual draws per week, 312 draws per year, will have, at a minimum, dedicated weekly times for collecting samples if the Vendor is collecting the sample, with sufficient collection time available to meet the county’s weekly collection needs. For example, Marion, Lake, St. Joseph, Allen, Elkhart, Vigo, and Vanderburgh counties currently qualify for this level of service. | Briefly describe steps the Respondent will take to ensure the larger counties have weekly scheduled times available for collecting samples, and how much advance notice Respondent requires to cancel collection appearance if no parties are scheduled for testing that week. | B -CAP/Invoice reduction |
| 4 | Sample Collection Facility | In counties where the Prosecutor elects for the vendor to collect samples, working with the Prosecutor’s Office, the Vendor shall select one or more sites in a county that is conducive to collecting genetic samples, offers appropriate privacy and safety, and is convenient to the Prosecutor’s Office and/or a central location for persons whose samples are being collected. The site(s) should be obtained and used at no cost to the county or state, although the cost of the use of the facility may be factored into the cost of the collection of the sample and / or testing. It is anticipated that the primary sites will be at the Prosecutor’s office or another government building, but the final decision is at the discretion of the county IV-D program. Vendors may need to have a backup site. | Briefly describe the factors that are involved in site selection; identify who maintains county list of sites and who obtains a new site if previous site is no longer available; if an existing Vendor, attach current collection sites in counties where services are currently provided. | B -CAP/Invoice reduction |
| 5 | Security | Vendor shall provide a secure sample collection site that is easy to access, well-lighted, and safe. The site should have separate waiting and collection areas to ensure privacy. The Vendor shall have plans to ensure that a mother and an alleged father who are not amicable do not have to remain in the same waiting area together without security protection. | Briefly describe steps Respondent takes to ensure the safety of the parties, those waiting for collection, and the collector. | B -CAP/Invoice reduction |
| 6 | Confidentiality | Vendor agrees not to violate federal or State laws, regulations, and guidelines regarding confidentiality at any point in the testing process, from scheduling appointments to releasing test results to third parties, to storing samples. Vendor will expunge records as appropriate upon direction of DCS or a court. | Briefly describe steps Respondent takes to ensure the confidentiality of the parties during sample collection and release of the test results. | B -CAP/Invoice reduction |
| 7 | Sample Kits | The Vendor shall provide sufficient sample kits at its sites and to the county Prosecutor’s Office staff if the Prosecutor’s Office allows trained IV-D workers to collect samples at a child support office or a courthouse. The Vendor shall also provide sufficient sample kits to local hospitals or clinics in those counties where samples are collected at those sites. Kits must be provided at Vendor’s expense and include prepaid postage or other means of transmission (i.e., FedEx, UPS, etc.) and Vendor’s lab address label. | Briefly describe how the Respondent plans to ensure that non-Vendor collectors will have sufficient supplies of postage-prepaid sample- collection kits and how the samples will be sent to the appropriate testing facility. | B -CAP/Invoice reduction |
| 8 | Training | If the county Prosecutor’s Office elects to collect samples, the Vendor agrees to provide appropriate training to IV-D workers at the county Prosecutor’s office. If the Child Welfare Family Case Managers collect samples, the vendor agrees to provide appropriate training at the local office. Appropriate training should include the process for collecting personal identification, sample collection, chain of custody of the samples, mailing, and related issues within one month of the date of a request for training. The Vendor agrees to provide similar training to hospital and clinic workers in those counties where samples are collected at those sites. Additionally, Vendor agrees to provide training at the annual Indiana Prosecutors’ Association conference and/or an Indiana judicial conference, if requested by DCS, the association, or the judiciary. Training and attendant costs will be at Vendor’s expense. | Attach as addenda: 1) a copy of a training curriculum currently used to teach collectors sampling protocols; and, 2) a copy of a training curriculum used to teach child support workers, attorneys, or judges about genetic testing and the theories behind genetic testing. Affirm Respondent’s agreement to provide the required training. | B -CAP/Invoice reduction |
| 9 | Subcontracting | Vendor may subcontract sample collection to a qualified individual if that individual has been properly trained and certified by the Vendor to be qualified. | Affirm that persons hired to collect samples will be properly trained and certified by the Respondent as qualified collectors, and briefly describe the selection, training, and certification steps. | B -CAP/Invoice reduction |
| 10 | Scheduling | Vendor will work closely with the Prosecutor’s Office and/or DCS Local Office staff to arrange appointments for the collection of samples at the appropriate time and place if the sample is collected by the Vendor or its subcontractor. No in-state appointment, even if the parties are in different counties, shall be made more than 14 calendar days after an appointment is requested unless the party to be tested is not available until after the 14 day period.  Interstate appointments (where one tested party resides, is stationed, or is incarcerated in another state) will be scheduled within 21 calendar days of a request, and international cases where collection is possible within 28 calendar days of a request.  For service members and national guard members, limits due to combat deployment and the Servicemembers Civil Relief Act will extend the time for scheduling appointments; however, the service members will be scheduled for collection on a date and at a time and site in compliance with the Act and the service member’s availability.  It is contemplated that the state may be able to make web-based genetic test appointments at some point during this contract period, and at the point that this feature goes live, the Vendor agrees to use electronic scheduling in lieu of current appointment scheduling procedures. The Vendor agrees to participate in the planning, designing, building, and testing phases as requested by DCS, at no additional cost to the state. | Briefly describe: 1) how Respondent’s collectors will coordinate scheduling with the county offices to ensure timely collection; 2) the Respondent’s rescheduling approach; 3) the Respondent’s approach to collecting samples in other states and other countries with reciprocal agreements with the United States or Indiana; and, 4) the Respondent’s approach to collecting samples from servicemembers who are stationed on a base without civilian access; affirm that the Respondent will work with DCS and the counties to implement and use electronic appointment scheduling if and where available. | C - Invoice reduction |
| 11 | Conflict of Interest | Vendor may not use an employee or a subcontractor to collect samples who has a conflict of interest with any tested party or county or state child support worker, such as a situation when an employee or subcontractor of the vendor has a relationship based on financial interests or by blood, marriage, or close friendship with any person being tested. The county Prosecutor’s Office may also identify certain situations which give rise to potential conflicts of interest and the Vendor shall take the necessary steps to avoid those situations. Every collector must be trained to identify and avoid potential conflicts and, if a conflict of interest arises, the Vendor must seek an alternative collector. | Affirm that Respondent’s staff and subcontractors will be trained to identify and avoid potential conflicts of interest and offer an alternative collector in those cases. The Respondent should describe the process it proposes for identifying, avoiding, and resolving conflict of interest situations and agree that any costs associated with identifying, resolving, or avoiding conflicts of interest will be fully assumed by the vendor. | C - Invoice reduction |
| 12 | Identification | Vendor shall insist on appropriate identification for each tested mother and alleged father. Current government identification with a photo such as a driver’s license, state ID, or passport is preferred. At the option of the county Prosecutor’s Offices, a photocopy or photograph will be made of each identification card used to verify the party.  In every instance, including the child, a recognizable photograph and thumbprint shall be taken of each sample donor. The Respondent must provide the camera, film/digital media or other tools used to document the donor’s identity. | Briefly describe the Respondent’s protocols for ensuring that the person from whom the sample is collected is the person who is to provide the sample, and the documentation used. Affirm that the Respondent will obtain a recognizable photograph and thumbprint of each sample donor and provide the necessary tools to document the donor’s identity. | C - Invoice reduction |
| 13 | Collection | The samples shall be collected using the least invasive method, such as buccal swabbing, first before using blood, hair, or other tissue samples. Although certified phlebotomists are not required, persons collecting the samples shall be trained and qualified to collect genetic samples and trained to use de-escalation technics. | Briefly describe Respondent’s buccal swab protocol and when and how alternative samples are collected. Also describe the training and qualifications of the Respondent’s employees or subcontractors who will be collecting samples. | C - Invoice reduction |
| 14 | Alternative Collection | If a party cannot appear for collection (e.g., motherless or fatherless cases), alternative methods of recovering necessary samples will be discussed in a timely manner with the Prosecutor’s Office. If agreed to by the Prosecutor’s Office, the first $200 cost of alternative collection will be borne by the Vendor, with the remainder borne as a cost to the IV-D program. Any projected collection costs exceeding $500 (such as for an exhumation) must be pre-approved by DCS to qualify for reimbursement. In the event of a national pandemic, the vendor will provide alternatives to collection such as drive through testing or other substitutions for test collections. During such time, vendors will provide the counties with PPE such as gloves, face masks or face shields. | Briefly describe the circumstances when you would use alternative collection such as collecting at another site (such as a jail) or testing another relative when the party is unavailable, or in the event of other special circumstances (e.g., an abandoned baby). | C - Invoice reduction |
| 15 | Partial Draws | A partial draw is an incomplete test that occurs when genetic material has not been collected for one or more of the necessary sample donors involved in paternity determination. If samples are not collected from the mother, child, and alleged father, the Vendor will reschedule or collect the necessary samples at another time or site. It is not required that all of the necessary sample donors appear at the same time and place for sample collection. | Briefly describe Respondent’s protocols for partial draw follow-ups. | C - Invoice reduction |
| 16 | Interstate | If any located party to be tested resides or is incarcerated in another state, the Vendor shall supply or contract to supply sample collection activities at a site reasonably near the party to be tested. This applies to all 54 IV-D jurisdictions and the IV-D tribal programs. The Vendor shall pay for the costs involved in out-of-state sample collecting including site rental, collection, and proper storage, handling, and shipping. | Briefly describe Respondent’s plans to ensure that sample collections can be properly made in any IV-D jurisdiction at a location reasonably convenient to the person being tested. | C - Invoice reduction |
| 17 | International/ Military | If any located party to be tested expects to remain outside of the borders of the United States and its territories for more than two months from the date of the collection request, the Vendor will attempt to collect the sample from that party in the country of the party at a location that is reasonably near the party. If the party is in a country with no reliable nearby sample collection center, and is not located in a country that has a reciprocal support agreement with the United States or Indiana, upon the Prosecutor’s Office approval, the Vendor does not have to make further attempts to collect the sample until the Vendor is informed that the party is in a place where the sample collection is practicable.  Service members or national guard members who are subject to the protections of the Servicemember Civil Relief Act may not be compelled to provide a sample until they are available under Act’s terms. The Vendor shall attempt to collect samples from these members when they are available at a nearby collection site, and on a date as soon as practicable. | Briefly describe the Respondent’s plans to meet these service level requirements. | C - Invoice reduction |
| 18 | Chain of Custody | The Vendor shall ensure that the Vendor staff, subcontractors, and third-party collectors, including county Prosecutor’s Office staff, are appropriately trained in the importance of the chain of custody of the evidence and its documentation. Vendor staff and subcontractors must track the chain of custody. | Briefly describe the Respondent’s chain of custody protocol and refer to Respondent’s training section in the collector training curriculum. | B -CAP/Invoice reduction |
| 19 | Handling, Shipping, and Mailing | Once the sample is collected, the Vendor will ensure that its staff, its subcontractor, or the county Prosecutor’s Office staff trained by the Vendor appropriately marks, stores, handles, records, transports, and mails the sample. | Briefly describe the Respondent’s handling, shipping, and mailing protocols. | C - Invoice reduction |
| 20 | Testing | The Vendor shall perform Polymerase Chain Reaction (PCR) genetic testing primarily to establish paternity. The Vendor must confirm all exclusions in a minimum of three systems/locations. All inclusions must be calculated with the probability of paternity equal to or exceeding 99.9 %. | Attach Respondent’s PCR genetic testing protocols. | C - Invoice reduction |
| 21 | Additional Testing | The Vendor shall use additional testing, as warranted, according to approved industry protocols and standards. | Briefly describe when other testing would be warranted and used. Also, please approximate how often Additional Testing is needed. | C - Invoice reduction |
| 22 | Retesting | If an alleged father is neither excluded nor found to likely be the father (99.9% probability), the lab will retest until the 99.9% probability is reached, if possible. | Refer to testing protocol or briefly describe when retesting is necessary and the methodology used to reach exclusion or 99.9% probability of inclusion. | C - Invoice reduction |
| 23 | Turnaround Time | The turnaround time between the date of receipt of the sample by the Vendor’s lab and the date of receipt of the report by the Prosecutor’s Office, whether by receipt of a copy of the results report in hard copy, email, or posting on the Vendor’s website, as agreed upon with the county Prosecutor’s Office, shall not exceed fourteen (14) calendar days. Exceptions shall not exceed 1% of the total number of draws, and are limited to samples that need retesting or alternative collection. Partial tests will be measured by the date the last one of the “trio” sample is received by the lab. | Affirm the Respondent will meet the service level requirements and briefly describe the protocols used to meet the turnaround time and to handle exceptional cases. | C -Invoice reduction |
| 24 | Reporting Content | The contents of the Vendor’s certified test report shall include:   * + Tester’s name, title, and qualifications   + IV-D case number and court cause number or administrative order number (interstate cases)   + Types of tests performed   + Percentage probability of paternity   + Combined paternity index   + Conclusions – certified by the qualified tester   + Donor’s pictures and thumbprints   + Attestations signed by all the parental donors   + The original chain of custody records | Affirm that the report will include the data requested in these service level requirements in an easy-to-read format; attach a redacted copy (to preserve confidentiality) of a genetic test report. | B -CAP/Invoice reduction |
| 25 | Reporting Transmission | The test results report should be available in paper format and forwarded to the appropriate requestor (Prosecutor’s Office or DCS Local Office Staff). At the option of the Prosecutor’s Office and/or DCS Local Office, results reports may be transmitted via a website which enables the secure access to test results or sent in an electronic format (such as PDF, or some other commonly used format as designated by the county Prosecutor or DCS). Because of the nature of the information all methods of providing access should be offered securely using FIPS to protect the data the results contain.  If requested by the county Prosecutor, the Vendor may be required to mail copies of the results report to the parties tested.  It is contemplated that CSB may be able to directly receive the test report’s data elements electronically into the ISETS/INvest system at some point during this contract period, and at the point that this feature goes live, and at CSB’s direction, the Vendor will utilize this means as applicable. The Vendor agrees to participate in the planning, designing, building, and testing phases as requested by CSB at no charge to the State. | Affirm that the report data is convertible from paper to electronic form and vice versa, signed electronically or in pen by the appropriate laboratory representative, and that the data will be transmitted electronically if any county or DCS at the state level prefers electronic transmission at some point during the contract’s term. Also, identify whether reports are accessible through a secure website if a county Prosecutor selects that option. Respondents should affirm their agreement to mail copies of the results report to the parties tested at the county Prosecutor’s request. | B -CAP/Invoice reduction |
| 26 | Testifying | The Vendor agrees to provide expert testimony as needed in any court proceeding in which the genetic test results are timely challenged. The Prosecutor’s Office will inform the Vendor as soon as possible that the test results are being challenged and the Vendor will provide a qualified expert who has appeared in other court trials to testify regarding the test procedures, the genetic testing theories, chain of custody issues within the knowledge of the testifier, and interpretation of the results of the test. The Vendor agrees to pay all costs associated with the provision of the expert witness, even if the witness is not called although the tests were legally challenged. The Vendor also agrees to assist in preparation of and responses to pre-trial motions and discovery, including, but not limited to, depositions, interrogatories and answers thereto, requests for production of documents and responses thereto, subpoenas and responses thereto, and trial preparation, at Vendors expense. | Briefly describe how an expert witness is chosen and how the expert witness prepares for trial; describe how the Respondent will assist with the preparation of discovery responses and affirm that the Respondent will pay for all costs associated with the expert witness and assistance in the preparation of discovery responses. | C - Invoice reduction |
| 27 | Providing Information | Vendor agrees to be available to discuss the collection approach, chain of custody, test results, and genetic testing theory with a representative of the Prosecutor’s Office or DCS upon request, and to provide certain information in writing, including affidavits, in situations that do not necessitate the presence of an expert witness. | Briefly describe Respondent’s protocols for rapidly responding to county or DCS inquiries, tracking and escalation of issues, and providing information in writing as appropriate; briefly describe who is responsible for these responses. | C - Invoice reduction |
| 28 | Customer Service | The Vendor shall supply a Customer Service Plan with metrics that indicate customer service responsiveness, subject to DCS approval. Metrics should include: 1) the number of FTEs required statewide to collect samples if the Vendor collected all the samples in all counties; 2) the average response time to a message sent by email or left on voice mail; 3) response time to cover collectors who are unable to make collection appointments; 4) response time to find alternative site locations; 5) response time to questions that require follow-up activity by the Vendor; 6) average time to proactively update Prosecutor’s Offices regarding cases or events that might impact them; 7) In the event of a national emergency such as a pandemic, the vendor will provide alternatives to collection such as drive through testing or other substitutions for test collections. During such time, if county personnel assume collection responsibilities, vendors will provide the counties with PPE such as gloves, face masks or face shields.  The Customer Service Plan and the customer service metrics will be incorporated by reference into the Vendor Contract. Additionally, the Vendor shall provide their dispute resolution plan for addressing customer service issue or disputes with the Prosecutor’s Offices. | Attach Respondent’s Customer Service Plan that includes the service level requirements and any other provisions concerning customer service. The Respondent should describe the process they will follow when counties have issues with the services provided, or not provided. The Respondent should describe the method by which customer service issues or disputes are reported by the county and to whom, and the Respondent should agree it will respond to customer service issues or disputes, in writing, within three (3) business days with a proposed resolution. | B -CAP/Invoice reduction for the plan compliance    C - Invoice reduction for each Metric |
| 29 | Invoicing | The Vendor shall invoice the State through DCS Accounts Payable on a monthly basis, within ten business days of the last day of the previous month. The invoice should be available in paper format.  DCS desires a separation of invoices based on the requesting party. The Prosecutor’s Offices on one invoice and the DCS Local Offices on another.  It is contemplated that DCS will be able to accept invoices electronically at some point during this contract term, and at the point that this feature goes live, the Vendor will use it in lieu of hard copy invoicing procedures. The Vendor agrees to participate in the planning, designing, building, and testing phases as requested by DCS at no charge to the State.  The invoice should include the following data:   * + Cover page that summarizes the number of units billed as county draws and/or vendor draws for each county and summarizes the charge for each county that the vendor did work for and the total for the whole invoice.   + An original copy of the State Form 54716 (Authorization / Request for Genetic Testing Services), signed in blue ink (no photocopies) that list each individual that the county authorizes for testing.   + An indicator whether the draw was performed by the Vendor, county Prosecutor staff or a third party (i.e., hospital)   + The total price charged per test   + The county requesting the test   + ISETS/INvest case number or DCS Local Office case number   + Date of sample collection scheduling request   + Date of sample collection   + Date sample collection received by lab   + Date test results sent to or accessed by county   + Name/ remit to address of Vendor   + List of genetic tests performed   + Vendor’s contact telephone number   + Indicator if the invoice is a duplicate or re-issuance of a prior invoice   Vendor will email the complete invoice to: [DCSInvoices@dcs.in.gov](mailto:DCSInvoices@dcs.in.gov)  Or mail to:  Maria Cotrina-McInerney  DCS IVD Budget Analyst  402 W. Washington St., Rm W392  Indianapolis, IN 46204  Vendor shall maintain a record of the test results in accordance with federal, State, local, and AABB requirements and, upon request, furnish a copy to the County at no additional cost and they should keep a copy of the State Form 54716 (Authorization / Request for Genetic Testing Services) that was submitted to the State for each test.  Vendor shall establish and maintain a separate account number for tests resulting from hospital sample collection.  Vendor will work with DCS Accounts Payable if anything changes in the future to the invoice process. | Attach a sample invoice; affirm compliance with service level requirements and cooperation with DCS regarding electronic invoicing. | B -CAP/Invoice reduction |
| 30 | Unforeseen Events and Disaster Recovery Plan | Vendor shall develop or update and follow, once approved by DCS within two months of contract signing, an unforeseen events and disaster recovery plan to address topics such as: inability of collector to collect; site unavailability; airmail stoppage; repeated lab errors (e.g., repeated misapplication of a protocol on samples); or, lab unavailability (e.g., building electrical blackout or national emergency such as a pandemic). | Attach the Respondent’s plan or outline of a plan and affirm that the Respondent will follow the service level requirement. | B -CAP/Invoice reduction |
| 31 | Self-monitoring and Cooperation | Vendor is responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance with all the terms of the contract. The State may monitor and track Vendor’s performance over the course of the contract.  The Vendor shall cooperate with the State in monitoring and tracking activities, which may require that vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings, and provide management reports as requested by the State. | Affirm that Respondent will continuously monitor its own performance and take proactive steps to ensure issues are appropriately addressed.  Affirm that Respondent will cooperate with the state in monitoring and tracking its activities, provide reports and records of its performance as requested by the state, and allow access to and inspection of its facilities if requested.  Briefly highlight examples of Respondent’s monitoring capabilities. | B -CAP/Invoice reduction |

Liquidated Damages Table

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| **Liquidated Damages Category** | **Category Description** | **Damages** |
| A | Mandatory Requirement - SLA is vital to contract. | Contract Termination; cease and desist further collecting and laboratory analysis; compensation limited to work completed at the time of the cease and desist notice issued by the state; last invoice reduced by 30% to cover transition costs |
| B | SLA is a general standard, | Upon discovery and determination by DCS of a repeated pattern of Vendor’s failure to comply with the SLA, Vendor will comply with a Corrective Action Plan (CAP) determined by DCS. If Vendor does not successfully comply with the CAP, as determined by DCS, within two months of its imposition, the DCS will either revise the terms of the CAP, reduce subsequent invoices up to 2% of the monthly invoice amount for each SLA for which Vendor remains not in compliance, or terminate the contract. |
| C | SLA has individual case impact. | Subsequent invoice payment may be reduced by $250 per incident per case (mother, child and alleged father(s)), or by actual cost if in excess of $250 (e.g., expert witness replacement costs). Vendor may discuss the individual cases and the imposition of liquidated damages with DCS to ensure accuracy but DCS’s SLA compliance determination is final. The decision to reduce subsequent payments is at the sole discretion of DCS. |